



Information Technology Omnibus Procurement II

CONFORMED CONTRACT
August 2008

INFORMATION SYSTEMS ENGINEERING (ISE) CONTRACTORS:

ITOP II Contract Number	Company	DUNS
GS-09F-0028Z	Advanced Management Technology, Inc.	781841671
GS-09F-0033Z	Anteon Corporation	067641597
GS-09F-0032Z	* Catapult Technology, Ltd.	958045346
GS-09F-0034Z	CSC Systems & Solutions, LLC	878986504
GS-09F-0026Z	* Datamat Systems Research, Inc.	786819110
GS-09F-0030Z	* FC Business Systems	116202318
GS-09F-0031Z	* Natek, Inc.	933530305
GS-09F-0029Z	Nortel Government Solutions Incorporated	151770955
GS-09F-0035Z	Science Applications International Corporation (SAIC)	054781240
GS-09F-0036Z	Signal Solutions, Inc., a General Dynamics Network Systems Company	181986670
GS-09F-0037Z	SRA International, Inc.	097779698
GS-09F-0060Z	Stanley Associates	144202843
GS-09F-0027Z	* The Centech Group, Inc.	191341627
GS-09F-0038Z	Unisys Corporation	150780674

*Small Business

INFORMATION SYSTEMS SECURITY SUPPORT SERVICES (ISS) CONTRACTORS:

ITOP II Contract Number	Company	DUNS
GS-09F-0040Z	* Allied Technology Group	621225598
GS-09F-0044Z	Booz Allen Hamilton	006928857
GS-09F-0059Z	BAE Systems Information Technology, LLC.	175301720
GS-09F-0039Z	Integrated Management Services, Inc.	067641597
GS-09F-0043Z	Lockheed Martin Info. Support Services	805258373
GS-09F-0042Z	Northrop Grumman Information Technology	064681021
GS-09F-0045Z	Northrop Grumman Info.Technology, TASC	069341972
GS-09F-0041Z	* TWM Associates, Inc.	827011248

*Small Business

SYSTEMS OPERATIONS AND MANAGEMENT (SOM) CONTRACTORS:

ITOP II Contract Number	Company	DUNS
GS-09F-0048Z	Advanced Management Technology, Inc.	781841671
GS-09F-0058Z	Booz Allen Hamilton	006928857
GS-09F-0054Z	Electronic Data Systems Corporation. (EDS)	077817617
GS-09F-0050Z	* FC Business Systems	116202318
GS-09F-0051Z	L-3 Government Services, Inc.	177153319
GS-09F-0056Z	Lockheed Martin Info. Support Services	805258373
GS-09F-0049Z	* Natek, Inc.	933530305
GS-09F-0047Z	* QSS Group Inc.	840015911
GS-09F-0046Z	RS Information Systems, Inc.	827006867
GS-09F-0052Z	Science Applications International Corporation (SAIC)	054781240
GS-09F-0053Z	SRA International, Inc.	097779698
GS-09F-0055Z	Stanley Associates	144202843
GS-09F-0057Z	Unisys Corporation	150780674

*Small Business

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

<u>CLINS</u>	<u>Type</u>
0001-0003	Cost Plus Fixed Fee
0101-0103	Firm Fixed Price
0201-0203	Cost Plus Award Fee
0301-0303	Time & Material
CLIN 0307	(0307 applicable to 0301-0303)
401-403	Fixed Price Award Fee

B.1 COST PLUS FIXED FEE

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>MIN QTY</u>	<u>ESTIMATED COST</u>	<u>FIXED FEE</u>	<u>TOTAL ESTIMATED COST PLUS FIXED FEE</u>
0001	<u>Functional Area 1</u> Information Systems Engineering (ISE)	XXX	XXX	XXX	SEE H.2 & H.22
0002	<u>Functional Area 2</u> Systems Operations & Management (SOM)	XXX	XXX	XXX	SEE H.2 & H.22
0003	<u>Functional Area 3</u> Information System Security Support Services (ISS)	XXX	XXX	XXX	SEE H.2 & H.22

B.2 FIRM FIXED PRICE

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
0101	<u>Functional Area 1</u> Information Systems Engineering (ISE)	XXX	XXX	SEE H.2 & H.22
0102	<u>Functional Area 2</u> Systems Operations & Management (SOM)	XXX	XXX	SEE H.2 & H.22
0103	<u>Functional Area 3</u> Information System Security Support Services (ISS)	XXX	XXX	SEE H.2 & H.22

B.3 COST PLUS AWARD FEE

CLIN	SUPPLIES OR SERVICES	QTY	EST COST	BASE FEE	TOTAL ESTIMATED COST PLUS BASE FEE	MAX AWARD FEE	AWARD FEE EARNED
0201	<u>Functional Area 1</u> Information Systems Engineering (ISE)	XXX	XXX	\$0	SEE H.2 & H.22		
0202	<u>Functional Area 2</u> Systems Operations & Management (SOM)	XXX	XXX	\$0	SEE H.2 & H.22		
0203	<u>Functional Area 3</u> Information System Security Support Services (ISS)	XXX	XXX	\$0	SEE H.2 & H.22		

B.4 TIME & MATERIAL

CLIN	SUPPLIES OR SERVICES	EST QTY	UNIT PRICE	CEILING PRICE
0301	<u>Functional Area 1</u> Information Systems Engineering (ISE)	XXX	XXX	SEE H.2 & H.22
0302	<u>Functional Area 2</u> Systems Operations & Management (SOM)	XXX	XXX	SEE H.2 & H.22
0303	<u>Functional Area 3</u> Information System Security Support Services (ISS)	XXX	XXX	SEE H.2 & H.22

B.5 TIME & MATERIAL

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>ESTIMATED COST</u>
0307	Materials for Item 0301-0303	1 LOT	SEES H.2, H.22, H.25

B.6 FIXED PRICE AWARD FEE

<u>CLIN</u>	<u>SUPPLIES OR SERVICES</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>	<u>MAX AWARD FEE</u>	<u>AWARD FEE EARNED</u>
0401	<u>Functional Area 1</u> Information Systems Engineering (ISE)	XXX	XXX	XXX		SEE H.2 & H.22
0402	<u>Functional Area 2</u> Systems Operations & Management (SOM)	XXX	XXX	XXX		SEE H.2 & H.22
0403	<u>Functional Area 3</u> Information System Security Support Services (ISS)	XXX	XXX	XXX		SEE H.2 & H.22

B.7 CONTRACT ACCESS FEE

<u>CLIN</u>	<u>CONTRACT ACCESS FEE (CAF)</u>	<u>TOTAL CAF</u>
*0501	CAF (.75% of Task Order Sales Amount)	XXX SEE CLAUSE G.10

* For Cost Plus Fixed Fee and Cost Plus Award Fee task orders and modifications.

(End of Section B)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL

C.1.1 ITOP II provides Information Technology (IT) efforts for the General Services Administration (GSA) and other government agencies. Work may be performed at headquarters and/or field offices located both throughout the United States and abroad, as specified in each task order, to obtain the gamut of support resources related to Information Resource Management (IRM), from studies and plans to software development to database administration to mainframe and telecommunications support (including remote access hardware/software) to electronic libraries. Inherent in providing these goods and services, the Contractor shall provide the supervision and management effort necessary for efficient and effective administration and control of work performed under ITOP II. The Contractor shall ensure adequate resources are dedicated to satisfy the requirements of work assignments.

C.1.2 Reserved

C.1.3 The SOW contained herein is intended to outline the general requirements required of vendors under ITOP II. Specific details of work assignments, deliverables, documentation, training, applicable government/departmental/industry standards, etc., will be provided in individual task orders.

C.1.4 This contract is intended to cover the gamut of IT efforts. The following primary functional areas and examples of the types of tasks included under each are listed below. Other IT efforts, as required, can be obtained under this SOW.

- ***Information Systems Engineering (ISE) Support Services***
 - 1) Information Technology (IT) Strategic Planning, Program Assessment, and Studies
 - 2) Business Process Reengineering (BPR)
 - 3) Software Life Cycle Management (SLCM)
 - 4) Software Engineering
 - 5) Software Maintenance and Licensing
 - 6) Electronic Commerce (EC) Support
 - 7) Independent Verification and Validation
 - 8) IT Research and Development
 - 9) Other ISE Tasks
- ***Systems Operations & Management (SOM) Support Services***
 - 1) Office Automation Support/Help Desk
 - 2) Network Support (including Interdepartmental Data Network (IDN), Local Area Networks (LAN), Wide Area Networks (WAN), Internet access, etc.)
 - 3) Computer Center Technical Support
 - 4) Media/Training Center Support

- 5) Telecommunications Support
- 6) Seat Management
- 7) Independent Verification and Validation
- 8) Software Maintenance and /or Licensing
- 9) Other SOM Tasks

• ***Information System Security (ISS) Support Services***

- 1) Mainframe Automated Information Security Support
- 2) Disaster Recovery, Continuity of Operations, and Contingency Planning
- 3) Computer Security Awareness and Training
- 4) Computer Security Incident Response
- 5) Virus Detection, Elimination, and Prevention
- 6) Computer Security Plan Preparation
- 7) Certification of Sensitive Systems
- 8) Quantitative Risk Analysis of Large Sensitive Systems
- 9) Security for Small Systems, Telecommunications, and Client Service
- 10) Hot-site and Cold-site Support Services including Hardware and Software
- 11) Independent Verification and Validation
- 12) Software/Hardware Maintenance and /or Licensing
- 13) Other ISS Tasks

C.1.5 Integral to the services necessary in performing tasks in the preceding functional areas, acquisition of hardware/software and/or licensing of software from 3rd party sources may also be required of the Contractor. Under any of the three functional areas, a task order may be used to acquire hardware/software that is integral to the services being provided. Purchase of hardware/software or licenses of software from 3rd party sources in support of task orders in any functional area shall not impact the determination of the appropriate functional area classification of the task order. Functional area classification shall be determined solely upon the preponderance of services provided. The types of hardware/software envisioned would include, but are not limited to, such items as: network devices, switches, routers, bridges, hubs, protocol translators, modems, cabling, wiring closet hardware, wireless access devices, voice and data integration products, Defense Message System (DMS) peripherals, Internet and electronic commerce access gateways, IT infrastructure hardware/software utilities, CASE tools (e.g., Oracle Case, ER-WIN, Predict, System Architect, Knowledgeware, Frontier Super TCP, Netscape, Web Browser), models, database management systems, personal computers, workstations, servers, printers, application software products, compact disk/read only memory (CD-ROM), digital libraries, imaging and optical character recognition equipment, commercial off-the-shelf (COTS) items, general supplies, etc. Technological refreshment/enhancements of hardware/software as well as special access considerations for IT resources may be required by individual task orders. (Reference H.29)

C.1.6 The GSA supports a multitude of internal component organizations and provides similar services to outside agencies. In the performance of its work, the GSA is usually required to follow the standard of the agency/organizational component it is supporting. Each ordering agency/organizational component will specify the standards, which the Contractor shall follow in

performance of a prospective task order. The Contractor shall be required to work according to the architectures, standards, guidelines, and procedures as stated in individual task orders, including, but not limited to, various standards as set forth in agency guidance.

C.1.7 It may be necessary on certain task orders to perform software capability evaluations (SCE). The Government may use the SCE developed by the Software Engineering Institute (SEI) Carnegie Mellon University (CMU), Pittsburgh, PA, 15213, in evaluating the contractor's/subcontractor's task order proposal. The SCE level required will be specified in individual task orders.

C.1.8 In performing the preceding functional areas, the Contractor must have personnel resources available with varying levels of experience in job categories such as Project Managers, Senior Technical Computer Specialists, Facility Administrators, Programmers, Technical Writers, Application Program Managers, Equipment Analysts, Systems Programmers, Computer Analysts, Senior Computer Analysts, Data Base Analysts/ Administrators/Programmers, CASE Specialists, Audiovisual Specialists, Communications Engineers/Specialists, etc.

C.2 INFORMATION SYSTEMS ENGINEERING (ISE) SUPPORT SERVICES

The Department requires assistance with ISE products and services. ISE addresses the system life cycle needs for information and computing resources at all organizational levels. This section describes the ISE functional requirements and provides information that the Contractor may need to know in order to perform ISE tasks.

Examples of the types of tasks included under the ISE functional area are: (1) IT Strategic Planning, Program Assessment, and Studies; (2) Business Process Reengineering (BPR); (3) Software Life Cycle Management (SLCM); (4) Software Engineering; and (5) Software Maintenance and Licensing;; (6) (EDI) Support Electronic Commerce (EC)/Electronic Data Interchange; (7) Independent Verification and Validation; (8) IT Research and Development and (9) Other ISE Tasks.

C.2.1 IT Strategic Planning, Program Assessment, and Studies

C.2.1.1 The Contractor shall provide resources to support in the development, analysis, and implementation of IT strategies, architectures, program planning and assessment, and risk, trade-off, requirements, alternatives, and feasibility studies that advance the goals and objectives of the Government.

C.2.1.2 IT Strategic Planning, Program Assessment, and Studies functions include, but are not limited to, the capability to:

a) Analyze the Government's external environment (e.g., political climate, economic and social trends, legislation, customer demand/expectation, changes and advancements in technology, emerging technology trends, and competitive conditions) to determine its effect and relationship on advancing

the goals and direction of Governmental business;

- b) Identify Governmental strengths and weaknesses to determine the effect on and relationship of corporate culture (e.g., organizational structure, past performance, present activity, resource allocation, perceived versus actual priorities) on advancing the goals and direction of Governmental business;
- c) Identify and quantify likelihood and risks inherent in meeting specified needs as identified in the development of strategic goals and objectives, including assessing such factors as skill level of human resources, access to state-of-the-art technology, etc.);
- d) Determine the effect and relationship of special interest groups and trade associations on advancing the goals and direction of Governmental business in terms of organizational structure, risk tolerance, resource allocation, perceived versus actual priorities, etc.;
- e) Provide/recommend short term, intermediate, and long term IT strategic goals, their alternatives, trade-offs, and constraints in meeting stated goals;
- f) Develop architectures, data management strategies, statements of work, requirements analyses, alternatives analyses, feasibility studies, cost/benefit analyses, operational plans, et al, which incorporate agency/program office requirements, objectives and standards of performance related to costs for direct labor/overhead/administration, etc.;
- g) Identify business processes that impede the accomplishment of goals and objectives as stated in IT strategic planning/program documents;
- h) Develop approaches (including phase costs, schedules, etc.) for desired or approved IT posture or configuration for future specified use;
- i) Establish quantifiable measurements for overall performance for meeting IT goals and objectives, including such parameters as budget, efficient and effective resource allocation, operating cost reductions, return on capital investment, resultant standing in the industry, etc.;
- j) Provide assistance to Government during operational capability demonstrations, proposal evaluations, programmatic/contractual problem identification and resolution, etc.;
- k) Provide recommendations to management regarding programs that will advance transportation and technology goals and objectives (e.g., through access to experts and academia who can provide both broad insight and in-depth analyses regarding the future and direction of the industry/discipline and how technology impacts that future/direction or how the direction of industry forces changes in technology);
- l) Perform in-depth analyses or apply expert analyses to worldwide transportation technology trends and markets to determine and anticipate customer transportation needs and expectations;
- m) Model findings using Integrated Definition Methods (IDEF) compliant tools and produce what-

if scenarios (IDEF methods are a graphical means of providing an understanding of business operations and for communicating the design of business improvements);

- n) Incorporate findings to develop, update, or revise strategic goals and objectives for the agency and transportation customers;
- o) Identify and examine current Governmental programs that exist in the support of corporate goals and objectives; and
- p) Provide findings from studies, assessments of existing programs and strategic goals and objectives for use in developing, updating, or revising transportation related programs to meet the needs and expectation of agency customers.

C.2.2 Business Process Reengineering (BPR)

C.2.2.1 The Contractor shall provide resources to support in the development, analysis, and implementation of improvements in the flow of business, work, and program processes and tool utilization.

C.2.2.2 BPR functions include, but are not limited to, the capability to:

- a) Identify the scope, performance measures, opportunities, and constraints for performing business process improvement efforts;
- b) Identify, describe, and validate business processes in the current environment using IDEF compliant tools to develop As-Is activity and data models;
- c) Perform activity based costing and simulation of current and redesigned business processes;
- d) Identify organizational, management, work flow, information flow, personnel, information technology, and decision support problems that exist in current business processes or practices which impede the accomplishment of agency missions, goals, and objectives;
- e) Analyze and define business process improvements;
- f) Benchmark best business practices;
- g) Identify, describe, and validate redesigned business processes for the target environment using IDEF compliant tools to develop To-Be activity and data models;
- h) Identify and develop cost effective alternatives for improving business processes and applicable implementation plans;

- i) Effectively integrate workforce and information technology, including cultural change management;
- j) Build business or program performance criteria (e.g., recommendations regarding the need to re-engineer program, process, and business relationships; improvements in efficiency which translate into reductions in transaction processing time and costs; improvements in customer responsiveness and strategic advantage; access to new technology or technology implementation; use of CASE and Rapid Application Development tools and techniques; and re-evaluate and revise marketplace rules and regulatory policy); and
- k) Define organizational strategy related to such things as functional integration; inter-organizational partnering; outsourcing; team-based quality management; effective links with the best suppliers for requirements; effective and reliable links with customers and users of transportation systems; and supportive and adaptive organizational structures.

C.2.3 Software Life Cycle Management (SLCM)

C.2.3.1 The Contractor shall provide resources to support any or all phases and stages of SLCM, including planning, analysis, troubleshooting, integration, acquisition, installation, operation, maintenance, training, documentation, and administration. The Contractor may be responsible for obtaining and/or supporting the necessary software, hardware, firmware, resources, etc. required for a system project.

C.2.3.2 SLCM functions include, but are not limited to, the capability to:

- a) Develop applications in accordance with applicable Federal Information Processing Standards (FIPS), OMB Circulars A-123, A-127, and A-130, Privacy Act, security regulations and agency specific policies and procedures (e.g., the Department Information Resource Management Manual (DIRMM)), industry and government *de facto* standards, etc.;
- b) Develop the objectives and general definition of the requirements for a proposed system (project initiation phase). The system(s) could be in-house development, reengineering an existing system(s), installing and implementing Other Government Agency System(s) (OGAS), and Commercial Off The Shelf (COTS) software;
- c) Develop a needs statement, conducting a feasibility study, risk analysis, cost benefit analysis, and decision paper to justify the need for procuring COTS, developing a new application, redesigning existing applications, or installing a system from another government agency. The study, analysis, and decision paper shall include information on the criticality/sensitivity of data, an executive summary, and detail documentation to support the decision for a future system;
- d) Develop the requirements (development phase) for a system. This includes the definition, design, security requirements, programming, and testing stages of development. The Contractor may be required to develop a project plan with milestones, define a conceptual and physical system design

and system requirements to include database design, process flows, forms, inputs, outputs, and inquiries;

- e) Apply proven and new system development methodologies and tools, and defining hardware, software, and firmware requirements. The Contractor may be required to define the system environment, security vulnerability, stability, size, scale, complexity, reliability, integrity, communications, and storage requirements;
- f) Develop a test plan, writing and testing programs, and preparing a test analysis report. Testing may include functional and technical, unit, system, interface and integration testing. The Contractor shall be required to correct all discrepancies found during the testing period prior to system acceptance/accreditation or as agreed upon by the Government. The Contractor may be required to develop training materials, a training plan, and conduct training on or off site;
- g) Develop system documentation that will capture functional, interface, integration, data, security, and internal control requirements, data sensitivity and criticality description, system/subsystem or modules, program, database design, security and internal control specifications. The Contractor may be required to develop user, computer operations and program maintenance manuals, and plans for training, testing, quality assurance, contingency operations, backup, recovery, and restart procedures;
- h) Support COTS and OGAS applications as required, such as functional and technical test and evaluation of the software including database design, network performance, etc. The Contractor may be required to develop an interface(s) with the application and install the software and any updates and upgrades;
- i) Support data conversion, implementation, user and maintenance of the system. The Contractor may be required to develop and/or execute a conversion and implementation plan and strategies, develop standard operating procedures, and conduct and/or participate in post implementation reviews;
- j) Maintain the day-to-day system operating environment, developing disaster recovery, risk assessment and configuration management plans. This could include control of software releases, program changes, investigating program problems, reviewing and evaluating system change requests for complexity and size, preparing hour and cost estimates for change requests, and operating a help desk; and
- k) Conduct periodic performance measurement and evaluation activities that may lead to reengineering existing applications to improve productivity, changing functional and technical requirements, etc. The Contractor may be required to document requirements of existing systems that were not previously documented or need updating.

C.2.4 Software Engineering

C.2.4.1 The Contractor shall provide software engineering support (including planning, analysis,

design, evaluation, testing, quality assurance, and project management) in the application of computer equipment through computer programs, procedures, tools, and associated documentation.

C.2.4.2 Software engineering functions include, but are not limited to, the capability to:

- a) Analyze and study complex system requirements;
- b) Design software tools and subsystems to support software reuse and domain analyses and manage their implementation;
- c) Manage software development and support using formal specifications, data flow diagrams, and other accepted design techniques and tools;
- d) Interpret software requirements and design specifications to code, and integrate and test software components;
- e) Estimate software development costs and schedules;
- f) Review existing programs and assist in making refinements, reducing operating time, and improving current techniques;
- g) Estimate and track software quality attributes; and
- h) Perform specific software engineering tasks in such areas as: process definition; requirements management (project planning, quality assurance, project tracking and oversight, organizational process focus); software metrics; capability maturity models; software process assessments; software capability evaluations; software project management; software certification; software validation and verification; open systems; software architecture; software reengineering; software reuse; component based software; software security; supervising software configuration management; and Computer Aided Software Engineering (CASE) tools.

C.2.5 Software Maintenance and Licensing

C.2.5.1 The Contractor shall provide resources to support analysis, development, evaluation, and management of a software licensing program that will consider agency technology requirements and provide maximum benefit of low prices and ease of management for the organization. The system should monitor, report on and maintain all licenses for software used within the department.

C.2.5.2 Software Maintenance and Licensing functions include, but are not limited to, the capability to:

- a) Participate on or access software licensing forums;
- b) Evaluate the feasibility of various licensing structures designed for enterprise-wide

client/server installations, i.e., user-based, usage based, concurrent user option vs. a per client usage option, value-based, suite or bundled pricing, separate server or client pricing, etc.;

- c) Examine the feasibility of applying usage-based metering services;
- d) Determine and develop price models that document the range of possible combinations to value and price software services used in the agency environment;
- e) Develop methodologies for obtaining concurrence on proposed agreements between user and vendor communities;
- f) Develop an inventory of resident hardware and software assets;
- g) Provide recommendations for a licensing management system with alternatives and trade-offs;
- h) Develop software tools that automate reporting of changes in configurations; and
- i) Develop automated support for software distribution and license management functions.
- j) Acquire and manage software maintenance and/or software licenses from 3rd party sources.

C.2.6 EC/EDI Support

C.2.6.1 The Contractor shall provide resources to support, define, develop, and maintain electronic inter-organizational business networks.

C.2.6.2 The GSA encourages the use of GSA Preferred (GSAP) and IT Solutions Systems (ITSS) throughout the procurement life cycle as appropriate. EC functions include, but are not limited to electronic exchange of requests for quotations, quotes, purchase orders, notices of award, electronic payments, document interchange, supporting databases, and other activities associated with the procurement and payment process. Guidance on the use of EC in the procurement process can be found in the Federal Acquisition Regulation (48 CFR).

C.2.7 Independent Validation and Verification Support

C.2.7.1 The Contractor shall provide technical resources to define, develop, and conduct Independent Validation and Verification (IV&V) Tests to assess: 1) the capacity of BPR to improve system services and capabilities; 2) Software Life Cycle Management (SLCM) functions; and 3) the support provided for electronic commerce. Validation tests shall be designed to ensure that the software developed fully addresses the requirements established to provide specific system operation functions and capabilities. Verification testing shall be designed to determine whether the software code is logically correct for the operation functions for which it was designed. It is expected that the operational areas listed above will be contracted as separate IV&V tasks.

C.2.7.2 IV&V testing support functions include, but are not limited to, the capability to:

- a) Organize a test team to ensure that software requirements are tested to the satisfaction of the Government organization;
- b) Create a Master Test Plan that includes the various types of testing that should be conducted;
- c) Identify the requirements, objectives, and anticipated results to test the software at all appropriate levels;
- d) Ensure that the test case scenarios vary in complexity and detail, and that they evolve to include more and more realistic situations;
- e) Ensure that advanced, complex IV&V testing includes reliable test examples for all operational scenarios modeled; and
- f) Provide thorough and objective test reports to management, both verbal presentations and written documentation as required.

C.2.8 IT Research and Development

C.2.8.1 The Contractor shall provide the resources to identify and research emerging technologies in the IT area. Based on this research, the Contractor shall develop and evaluate prototype solutions and present findings and recommendations to the Government for their consideration.

C.2.9 Other ISE Tasks

C.2.9.1 The Contractor shall provide resources to support other IT-related tasks that may not have been specifically mentioned in the above paragraphs. The contract is intended to cover all types of IT services. It would be impossible to identify all requirements and/or anticipate how technology will evolve over the life of the contract. Therefore, the contractor shall be capable of providing the broad range of IT services and keep current with emerging technologies.

C.3 SYSTEMS OPERATIONS & MANAGEMENT (SOM) SUPPORT SERVICES

The Department requires assistance with SOM products and services. SOM addresses the overall system operations and management needs for information and computing resources at all organizational levels. This section describes the SOM functional requirements and provides information that the Contractor may need to know in order to perform some tasks. The Contractor shall provide a full range of support services to the Government in either a Government-Owned, Contractor Operated or Contractor-Owned, Contractor Operated (i.e., outsourcing) environment

Examples of the types of tasks included under the SOM functional area are: (1) Office Automation/Help Desk; (2) Network Support; (3) Computer Center Technical Support Services; (4)

Media/Learning Center Support; (5) Telecommunications Support; (6) Seat Management; (7) Independent Verification and Validation; (8) Acquire and manage software maintenance and/or software licenses from 3rd party sources and (9) Other SFM Tasks.

C.3.1 Office Automation Support/Help Desk

C.3.1.1 The contractor shall provide planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for office automation systems. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general information concerning office automation.

C.3.1.2 Office Automation/Help Desk support functions include, but are not limited to, the capability to:

- a) Evaluate hardware, firmware, peripherals, software packages, etc. for use by staff and provide recommendations for accomplishing the desired objectives;
- b) Troubleshoot problems encountered using microcomputer software;
- c) Develop/provide user manuals, programmer maintenance manuals, system design documentation, etc.;
- d) Provide user training in a variety of areas (e.g., desktop publishing, end-user security awareness training, telecommunications, operating systems, software packages);
- e) Analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary as well as supply refreshment to meet operational requirements;
- f) Perform data entry processing;
- g) Maintain a support facility (normally consistent with Government personnel working hours Monday through Friday unless otherwise specified), designed to provide assistance and help to users in all areas related to IRM/IT, including personalized assistance, telephone assistance, limited training, etc.;
- h) Provide support services to maintain backup capability, security, imaging/ OCR, operational data storage and retrieval applications resident on diverse computer platforms such as microcomputer, standalone, and minicomputer suites;
- i) Lease, maintain, and repair primary and peripheral hardware;
- j) Provide assistance in maintaining inventory control and location records of Government-owned Federal Information Processing (FIP) equipment/software and disposal of property as required;

- k) Collect statistics on hardware/software/system problems, security incidents, maintenance service calls, and user base;
- l) Assist in the planning and logistics of conferences (including local, remote, tele-conferences, nationwide, and/or global) and presentations;
- m) Analyze new applications, perform software maintenance, and make appropriate enhancements to existing systems as well as assisting customer personnel in identifying their requirements and/or problems;
- n) Review implementation plans for applications to ensure that the system resources are available to support applications in both the long and short term;
- o) Perform configuration management of software and hardware, including computers and network equipment across the enterprise;
- p) Coordinate and track job requests to ensure that all customer requests are handled expeditiously while keeping Government apprised of significant changes in workload status; and
- q) Centralized administration of software licenses, including dynamic allocation.

C.3.2 Network Support

C.3.2.1 The Contractor shall provide planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for all types of data networks, including, but not limited to, enterprise systems, the Interdepartmental Data Network (IDN) “backbone”, Local Area Networks (LAN), Wide Area Networks (WAN), client-server, Internet access, and videoconferencing. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general network information.

C.3.2.2 Network support functions include, but are not limited to, the capability to:

- a) Develop/provide user manuals, programmer maintenance manuals, system design documentation, purchase and installation of network support equipment/software;
- b) Analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary as well as supply refreshment to meet operational requirements;
- c) Maintain a support facility (normally consistent with Government personnel working hours Monday through Friday unless otherwise specified), designed to provide assistance and help to users in all areas related to IRM/IT, including personalized assistance, telephone assistance, limited training, etc.;

- d) Plan, install, operate, maintain, manage the configuration, and monitor performance of FDDI-compliant “backbone” networks and associated equipment to include maintaining existing and planned LAN/WAN connections, software and hardware systems providing LAN/WAN connectivity, LAN/WAN topologies and operating systems;
- e) Assist in determining requirements and developing plans and justifications for additions and modifications to hardware and software for network systems;
- f) Develop, update, and maintain technical support plans describing current and planned communication systems based on projected user needs and which forms the basis for the acquisition of needed hardware or software in planned expansions of capabilities;
- g) Coordinate, track, and measure performance on job requests to ensure that all customer requests are handled expeditiously while keeping Government apprised of significant changes in workload status;
- h) Provide user training in a variety of areas (e.g., desktop publishing, telecommunications, operating systems, software packages, end-user security awareness training) with requisite documentation;
- i) Provide ongoing system and applications maintenance;
- j) Design, develops, and implements automated systems utilizing a LAN or WAN based data server;
- k) Develop and test user interfaces that transparently integrate system applications;
- l) Assist in the planning and logistics of conferences (including local, remote, teleconferences, nationwide, and/or global) and presentations;
- m) Develop data conversion and data validation routines;
- n) Provide assistance in planning and performing data conversion/system migrations;
- o) Perform hardware/software testing, installation, and maintenance;
- p) Lease, maintains, and repair primary and peripheral hardware in the context of a “solutions based” contract;
- q) Provide system administration, programming (including development of special applications), and database support services for microcomputer systems supporting multiple local and remote users;
- r) Provide assistance in maintaining inventory control and location records of Government-owned Federal Information Processing (FIP) equipment/software and disposal of property as required;

- s) Evaluate data communication requirements and perform analyses to determine hardware, software, and telecommunications support services necessary to meet requirements;
- t) Provide support services to maintain file/application backup capability, security, imaging/OCR, operational data storage and retrieval application resident on diverse computer platforms such as networks and client-server environments;
- u) Plan, install, operate, manage the configuration, administer/synchronize directories, and monitor performance of electronic messaging systems;
- v) Centrally administer software licenses, including dynamic allocation;
- w) Perform network-based detection of viruses and unauthorized software and facilities to counter/eliminate/control;
- x) Centrally distribute electronic software (operating system, major systems, etc.);
- y) Manage and administer user id, password and security keys (public/private, unique); and
- z) Administer domain addresses

C.3.3 Computer Center Technical Support

C.3.3.1 The Contractor shall provide planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for computer centers. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general computer center information.

C.3.3.2 Computer center technical support functions may include, but are not limited to, the capability to:

- a) Develop/provide user manuals, programmer maintenance manuals, system design documentation, etc.;
- b) Provide ongoing system and applications maintenance;
- c) Analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary to meet operational requirements;
- d) Perform data entry processing;
- e) Perform system analysis, design, development, implementation, operation, and life cycle maintenance of imaging applications;

- f) Provide support services to maintain operational data storage and retrieval application resident on diverse computer platforms such as mainframes, minicomputers, et al;
- g) Assist in the planning and logistics of conferences (including local, remote, teleconferences, nationwide, and/or global) and presentations;
- h) Lease, maintain, and repair primary and peripheral hardware, including CPU, tape drives, etc.;
- i) Produce and maintain backup tapes and operating system software;
- j) Develop standard operating procedures for the computer center and ensure compliance with them;
- k) Process data on large-scale computer systems in the multiprocessing environment;
- l) Provide cleaning of facility IT components;
- m) Identify the rate of consumption for expendable supplies in enough time to replace these supplies in an orderly manner;
- n) Coordinate and track job requests to ensure that all customer requests are handled expeditiously while keeping Government apprised of significant changes in workload status;
- o) Maintain a support facility (normally consistent with Government personnel working hours Monday through Friday unless otherwise specified), designed to provide assistance and help to users in all areas related to IRM/IT, including personalized assistance, telephone assistance, limited training, etc.;
- p) Establish and maintain a computer capacity management function, including collection and maintenance of statistics on storage consumption and current storage capacity;
- q) Perform hardware/software testing, installation, and maintenance;
- r) Collect and maintain statistics on hardware and software problems, maintenance service calls, and user base;
- s) Perform network communications maintenance, including coordination with agency groups, telephone companies, and maintenance vendors to resolve data communication problems;
- t) Convert data through in-house optical character recognition systems, electronically, through the use of vendors, etc.;
- u) Monitor system performance and coordinate with office system vendors and users on efficient and effective use of the system;

- v) Schedule and conduct regular user meetings;
- w) Maintain a training facility and provide training for all levels of users on all functions of the system;
- x) Develop requirements/specifications for hardware, software, and/or services;
- y) Develop special applications as required;
- z) Provide assistance in formulating cost recovery and budget projections;
- aa) Provide assistance in maintaining inventory control and location records of Government-owned FIP equipment/software and disposal of property as required;
- bb) Perform annual inventories of computer center equipment and users;
- cc) Maintain system architecture/schematic on hardware, software, circuits, and codes for each system and user(s);
- dd) Develop and maintain a configuration management program for all supported applications;
- ee) Develop and maintain an IT human resource management program;
- ff) Develop and maintain a continuous improvement/quality assurance program;
- gg) Develop and maintain a lifecycle management program for all hardware and software applications;
- hh) Centrally administer software licenses, including dynamic allocation;
- ii) Perform network-based detection of viruses and unauthorized software and facilities to counter/eliminate/control;
- jj) Centrally distribute electronic software (operating system, major systems, etc.);
- kk) Manage and administer user ids, passwords and security keys (public/private, unique);
- ll) Administer domain addresses;
- mm) Administer and synchronize e-mail directories; and
- nn) Provide a full range of services for data center consolidation.

C.3.4 Media/Learning Center Support

C.3.4.1 The Contractor shall provide planning, analysis, troubleshooting, integration, acquisition, installation, operations, maintenance, training, documentation, and administration services for multi-media and education centers. The Contractor shall also maintain a centralized technical assistance service that supports problem resolution and distributes general multi-media and learning information.

C.3.4.2 Media and learning support functions include, but are not limited to, the capability to:

- a) Develop/provide user manuals, programmer maintenance manuals, and system design documentation, etc.;
- b) Analyze and assess equipment and performance degradation, including determination of hardware, software, and/or other technical changes necessary to meet operational requirements as well as supply refreshment;
- c) Assist in the planning and logistics of conferences (including local, remote, teleconferences, nationwide, and/or global), presentations, and classes;
- d) Coordinate and track job requests to ensure that all customer requests are handled expeditiously while keeping Government apprised of significant changes in workload status;
- e) Maintain a support facility (normally consistent with Government personnel working hours Monday through Friday unless otherwise specified), designed to provide assistance and help to users in all areas related to IRM/IT, including personalized assistance, telephone assistance, limited training, etc.;
- f) Prepare videotapes of presentations, meetings, course topics, etc.;
- g) Arrange press briefings/conferences and classes;
- h) Arrange teleconferences among parties at local and remote sites;
- i) Perform hardware/software testing, installation, and maintenance;
- j) Lease, maintain, and repair primary and peripheral hardware;
- k) Maintain inventory control and location records of Government-owned Federal Information Processing (FIP) equipment/software and dispose of property as required; and
- l) Provide set-up, programming, and operating of groupware; and
- m) Provide professional training expertise, including Instructional Systems Design capabilities, to improve job performance of employees utilizing the learning/media center.

C.3.5 Telecommunications Support

C.3.5.1 The Contractor shall provide policy, procedural, and organization support; perform operation and maintenance of existing and future telecommunications systems; perform system installation and enhancement of new or existing telecommunications systems and networks; and provide user training.

C.3.5.2 Telecommunications support functions include, but are not limited to, the capability to:

- a) Perform as the customer service representative and provide customer service as required, including receiving, evaluating, and responding to telephone service orders and analyzing, processing, and updating telephone service records;
- b) Identify and provide telecommunications equipment;
- c) Develop and modify communications software;
- d) Perform hardware and software operations and maintenance relative to telecommunication system configuration(s);
- e) Manage telephone service records and data related to telephone system operation;
- f) Maintain telephone locator - phone directory database;
- g) Provide support for voice mail (VMX);
- h) Monitor and analyze PBX performance;
- i) Operate local and long distance directory assistance system;
- j) Provide telephone user support services; and
- k) Provide telecommunication services outsourcing.

C.3.6 Seat Management

The Contractor shall provide desktop computing as a service and the Government will purchase these services as a utility and will pay for them by the "seat." The services include the entire suite of hardware, COTS software, connectivity, and support services required to deliver the support to the desktop. To accomplish this, it is expected that the Contractor will be capable of providing the following services:

- a) Asset Management: Provide network assets to meet end user technology requirements. Manage network asset inventory. Re-market used network assets.

- b) Infrastructure Management: Perform all functions related to network and systems management, including performing configuration management, implement current software versions and patches, maintain a high-level of system reliability, availability, and performance, and recommend and implement enhancements to prevent performance problems. Where applicable and practical, this would include the ability to provide these functions remotely.
- c) Installation: Provide those functions required to plan and implement the installation of a network infrastructure necessary to support varying degrees of size and complexity.
- d) Maintenance: Plan and implement a maintenance program, both preventative and remedial, focused on minimizing downtime and achieving efficient operations that includes periodic testing and inspections.
- e) User Support: Provide technical skills, infrastructure, and equipment necessary to isolate, identify, track, report and resolve end user hardware and software problems.
- f) Training: Develop and deliver training necessary to provide varying degrees of end user competency in required software suites, operating systems, and other required COTS software packages.
- g) Design and Installation: Perform system engineering, conceptual design, detailed design for architecture, and configuration enhancements of existing and new networks.
- h) Processing Support: Provide processing capabilities and support services for the full range of processors (i.e., mainframes, minis and micros).
- i) Miscellaneous – Any other services required.

C.3.7 Independent Verification and Validation

C.3.7.1 The Contractor shall provide technical resources to define, develop, and conduct Independent Validation and Verification (IV&V) Tests for Office Automation Support/Help Desk; Network Support; Computer Center Technical Support; and Telecommunications Support. Validation testing shall be designed to ensure that the software developed fully addresses the requirements established to provide specific system operation functions. Verification testing shall be designed to determine whether the software code is logically correct for the operation functions for which it was designed. It is expected that the operational areas listed above will be contracted as separate IV&V tasks.

C.3.7.2 IV&V testing support functions include, but are not limited to, the capability to:

- a) Organize a test team to ensure that software requirements are tested to the satisfaction of the user organization for the areas identified in 3.7.1;

- b) Create a Master Test Plan that includes the various types of testing that should be conducted;
- c) Identify the requirements, objectives, and anticipated results to test the software at all appropriate levels;
- d) Ensure that the test case scenarios used for testing vary in complexity and detail, and that they evolve to include more and more realistic situations;
- e) Ensure that advanced, complex IV&V testing includes reliable test examples for all operational scenarios modeled; and
- f) Provide thorough and objective test reports to management, both verbal presentations and written documentation as required.

C.3.8 Software Maintenance and/or Licensing

C.3.8.1 The Contractor shall provide for software maintenance and/or software licenses from 3rd party vendors in support of tasks falling within this functional area.

C.3.9 Other SOM Tasks

C.3.9.1 The Contractor shall provide resources to support other IT-related tasks that may not have been specifically mentioned in the above paragraphs. The contract is intended to cover all types of IT services. It would be impossible to identify all requirements and/or anticipate how technology will evolve over the life of the contract. Therefore, the contractor shall be capable of providing the broad range of IT services and keep current with emerging technologies.

C.4 INFORMATION SYSTEM SECURITY (ISS) SUPPORT SERVICES

The GSA and other federal agencies require assistance in developing ISS products, including implementation. ISS addresses the security of information and computing resources at all organizational levels. This section describes the ISS functional requirements and also covers the location, source, and contact for any other information that the Contractor may need to know in order to perform ISS tasks. This includes the results of any previous audits, reviews, studies, certifications, risk, and vulnerability analyses, etc. that address the computer security of a system(s). All work completed under this contract shall comply with the latest versions of all applicable agency ISS guidance, Office of Management and Budget (OMB) circulars, General Services Administration (GSA) issuances, Public Laws (PLs), American National Standards Institute (ANSI) standards, and National Institute of Standards and Technology (NIST) standards, including Federal Information Processing Standards (FIPS) publications. Also, individual task/delivery orders will reference applicable versions of standards or exceptions as necessary. For GSA requirements, GSA guidance takes precedence over external guidance.

Examples of the types of tasks included under the ISS functional area are: (1) Mainframe Automated Information Security Systems; (2) Disaster Recovery, Continuity of Operations, and Contingency Planning; (3) Computer Security Awareness and Training; (4) Computer Security Incident Response; (5) Virus Detection, Elimination, and Prevention; (6) Computer Security Plan Preparation; (7) Certification of Sensitive Systems; (8) Quantitative Risk Analysis of Large Sensitive Systems; (9) Security for Small Systems, Telecommunications, and Client Server; (10) Hot-site, Cold-site Services; (11) Independent Verification and Validation; (12) Acquire and manage software/hardware maintenance and/or software licenses from 3rd party sources and (13) Other ISS Tasks.

C.4.1 Mainframe Automated Information Security Support

The Contractor shall provide operational and analytical support related to security for mainframe information assets. Such support includes, but is not limited to, the capability to:

- a) Provide operational and analytical support of mainframe security system software (e.g., CA-ACF2);
- b) Provide support necessary to evaluate the integrity of mainframe operating systems and environments;
- c) Ensure the operation of trusted computer system consistent with strategic plans;
- d) Support full compliance with the Computer Security Act of 1987 (PL 100-235) and Office of Management Budget (OMB) Circulars A-130, Management of Federal Information Resources;
- e) Ensure that users, both internal and external, are not unreasonably impacted by the operation and administration of security system software; and
- f) Provide independent operational and quality assurance audits of mainframe security administration and implementation (including conduct of audits by an outside independent organization who will provide unbiased assessment of the FIP security environment and provide draft and final audit plans to the government prior to commencing work).

C.4.2 Disaster Recovery, Continuity of Operations, and Contingency Planning

The Contractor shall provide disaster recovery, continuity of operations, and contingency planning support, including those for software applications, which are processed on various computer platforms (e.g., personal computers, mainframes, and mini-computers). Such support includes, but is not limited to, the capability to:

- a) Perform Risk Analysis
- b) Review and/or develop disaster recovery and continuity of operations plans
- c) Recommend Mitigation Plan

- d) Recommend ways to increase the effectiveness of the plans and the continuity of service
- e) Incorporate disaster recovery and continuity of operations plans as an attachment of the systems security plan

C.4.3 Computer Security Awareness and Training

The Contractor shall provide computer security awareness and training. Such support includes, but is not limited to, the capability to:

- a) Design and develop an Instructor's Guide and a participant material packet for both briefing presentation and classroom-based courses as well as conducting training;
- b) Provide the instructor with guidance for presentation of the course/briefing (i.e., the Instructor's Guide or Speakers Notes); and
- c) Provide a participant material packet, which will provide the participant with the materials discussed in the course/briefing for future reference.
- d) Design, develop and present a System Administrator Security Course to train client Systems Administrators in security policies, procedures, and techniques.
- e) Design, develop and present a Computer Incident Investigation Course to train client Security Personnel in Computer Forensics policies and techniques.

C.4.4 Computer Security Incident Response

The Contractor shall provide computer security incident response support. Such support includes, but is not limited to, the capability to:

- a) Form an Incident Response Team (the team) to increase the client organization's ability to respond to computer security incidents;
- b) Have the team provide a specified number of hours a day on-call technical assistance to the client organization sites and respond to incidents at those sites within a specified number of hours;
- c) Have the team communicate important information about threats and vulnerabilities to the organization in a timely manner; and
- d) Perform research on system vulnerabilities, conduct system penetration studies, and develop computer security incident response tools.
- e) Monitor the client organization network(s) to detect intrusions. Correlate information on network intrusion incidents; create incident reports, brief client organization management, client

security personnel, law enforcement and/or counterintelligence organizations on the incidents. Develop automated tools to assist in the network monitoring, intrusion detection, and reaction to incidents.

C.4.5 Virus Detection, Elimination, and Prevention

The Contractor shall provide virus detection, elimination, and prevention support. Such support includes, but is not limited to, the capability to:

- a) Be responsible for specific activities that include incident-handling guidelines, software tools, etc. and may be an on-going, multi-year effort;
- b) Identify, isolate, neutralize, and be responsible for handling malicious programs (viruses, worms, Trojan Horses) infecting the client organization's systems and/or networks;
- c) Perform research on viruses, conduct system attack studies, and develop computer security tools which provide knowledge that the Contractor can use and information to issue before and during incidents;
- d) Maintain a clearinghouse of relevant information, i.e., description of viruses, removal/ recovery instructions, etc., and help sites to learn about and use the computer security tools which they have developed; and
- e) Initiate proactive efforts to include developing virus detection, elimination, and prevention guidelines and identifying software tools for responding to incidents/events.

C.4.6 Computer Security Plan Preparation

The Contractor shall provide computer security plan preparation support. Such support includes, but is not limited to, the capability to provide a system security plan which:

- a) Performs Risk Analysis;
- b) Is a management tool designed to reduce the risk and magnitude of harm that could result from the loss, misuse, or unauthorized access to or modification of information in federal computer systems; and
- c) Identifies the system purpose and operating environment; the sensitivity of information; and management, operational, and technical controls to be applied; and is required for all general support systems and major applications.

C.4.7 Certification of Sensitive Systems

The Contractor shall provide support in the certification of sensitive systems. Such support includes,

but is not limited to, the capability to:

- a) Formally test the system's controls (depending on the scope of the certification review as determined by the sensitivity, size, and nature (e.g., general support systems and major applications) to determine whether they are turned on, actually work, and provide the intended protection;
- b) Perform an assessment and evaluation to certify small sensitive systems through:
 - 1) A series of tests of the security controls implemented to ensure the security and integrity of the system and its software and data;
 - 2) Preparation of a simplified test plan;
 - 3) Conduct of appropriate validation tests;
 - 4) Inclusion of the certification package as an attachment to the security plan;
 - 5) Conduct electronic vulnerability assessments of systems through the use of automated tools such as SATAN, SPI, COPS, Crack, etc;
 - 6) Certification of systems under development, generally prior to implementation (usually coinciding with System Design Testing); and
 - 7) Certification of systems being developed in phases in each phase.
- c) Prepare an extensive test plan for a security test and evaluation (ST&E) of large systems in contrast to a simplified plan for certification through assessment and evaluation of security controls for the system by looking at certain areas in depth, such as: management procedures and controls, physical, data, operating system, application software, personnel, and network security; and disaster recovery.

C.4.8 Quantitative Risk Analysis of Large Sensitive Systems

The Contractor shall provide support in performing quantitative risk analyses of large sensitive systems, generally including the risk analysis package as an attachment to the system security plan. Such support includes, but is not limited to, the capability to:

- a) Identify and value computer/communications network assets;
- b) Identify potential threats to those assets and system vulnerability;
- c) Assess adequacy of existing management, operational, and technical controls in safeguarding assets against waste, loss, unauthorized access and use, and misappropriation; and
- d) Analyze the consequences/impact of the potential threats resulting in recommendations of

safeguards.

- e) Assess Business Impact Analysis and Recommendations

C.4.9 Security for Small Systems, Telecommunications, and Client Server

The Contractor shall provide security for small systems, telecommunications, and client server support. Such support includes, but is not limited to, the capability to:

- a) Provide operational and analytical support related to security for personal computers, file servers, and LAN information assets;
- b) Provide operational and analytical support related to telecommunications and network security;
- c) Analyze and evaluate new and emerging security technologies as well as vendor security products for their applicability and feasibility of use for personal computers, LANs, telecommunications, and networks;
- d) Support customer security operations, including assisting customers with developing and implementing security methodologies and safeguards to protect their personal computers, file servers, LAN, and network assets;
- e) Recommend Back-up Storage and Protection plan
- f) Provide technical training for all aspects of information security relative to personal computers, LANs, file servers, networks, and telecommunications;
- g) Perform special projects and tasks to remedy existing security weakness; and
- h) Conduct network security monitoring to detect intrusions. Conduct electronic vulnerability assessments of systems. Conduct electronic vulnerability assessments of web sites.

C.4.10 System Recovery Support Services

C.4.10.1 The Contractor shall provide personnel resources to ensure a system recovery capability that will support Government goals and objectives. As a minimum, the Contractor must provide the capability for hot-site/cold-site recovery of all critical software programs and sensitive Government information. The requirements for system recovery support services will be based on the analysis of strategic planning factors; the strengths and weaknesses of the system, as obtained through threat assessment and risk analyses; and cost and benefit trade-offs.

C.4.10.2 System recovery support services include, but are not limited to the capability to:

- a) Detail and Diagram hierarchical access and storage system;

- b) Provide hot-site/cold-site system recovery support services that ensure continuity of operations for Government systems;
- c) Provide practical and effective interpretations of strategic planning for Government IT systems as well as the alternatives available for system recovery;
- d) Provide or assess applicable feasibility studies for alternatives available for system recovery support services;
- e) Provide alternatives for system recovery support services that are based on feasibility studies and the analysis of cost-effective approaches to requirements for continuity of IT operations;
- f) Provide the capability for an off-site data vaulting service to provide a secure environment for critical system software programs and data and sensitive Government information.

C.4.11 Independent Verification and Validation

C.4.11.1 The Contractor shall provide technical resources to define, develop, and conduct Independent Validation and Verification (IV&V) Tests for Mainframe Automation Information Security; Certification of Sensitive Systems; and Security for Small Systems, Telecommunications, and Client Server. Validation testing shall be designed to ensure that the software developed fully addresses the requirements established to provide specific operation functions. Verification testing shall be designed to determine whether the software code is logically correct for the operation functions for which it was designed. It is expected that the operational areas listed above will be contracted as separate IV&V tasks.

C.4.11.2 IV &V testing support functions include, but are not limited to, the capability to:

- a) Organize a test team to ensure that software requirements are tested to the satisfaction of the user organization for the operational areas identified in 4.11.1 above;
- b) Create a Master Test Plan that includes the various types of testing that should be conducted, and testing the software at all appropriate levels for these areas of ISS;
- c) Ensure that the test case scenarios vary in complexity and detail, and that they evolve to include more and more realistic situations;
- d) Ensure that advanced, complex IV&V testing includes reliable test examples for all operational scenarios modeled; and
- e) Provide thorough and objective test reports, both verbal presentations and written documentation as required by the project manager.

C.4.12 Software/Hardware Maintenance and/or Licensing

C.4.12.1 The Contractor shall provide for software/hardware maintenance and/or software licenses from 3rd party vendors in support of tasks falling within this functional area.

C.4.13 Other ISS Tasks

C.4.13.1 The Contractor shall provide resources to support other IT-related tasks that may not have been specifically mentioned in the above paragraphs. The contract is intended to cover all types of IT services. It would be impossible to identify all requirements and/or anticipate how technology will evolve over the life of the contract. Therefore, the contractor shall be capable of providing the broad range of IT services and keep current with emerging technologies.

(End of Section C)

SECTION D – PACKAGING AND MARKING

D.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract, unless otherwise specified by an individual Task Order. Additional requirements may be specified in each Task Order.

D.2 F.O.B. POINT

All items shall be shipped F.O.B. destination with all shipping and transportation costs prepaid.

D.3 PACKAGING

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.4 MARKING

Containers shall be clearly marked as follows:

- a) NAME OF CONTRACTOR;
- b) CONTRACT NUMBER;
- c) TASK ORDER NUMBER;
- d) DESCRIPTION OF ITEMS CONTAINED THEREIN;
- e) CONSIGNEE'S NAME AND ADDRESS; and
- f) If applicable, Packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract, unless otherwise specified by an individual Task Order. Additional inspection and acceptance requirements may be specified in each Task Order (TO).

E.2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

CLAUSE NO.	CLAUSE TITLE	DATE
52.246-02	Inspection of Supplies – Fixed Price *	AUG 1996
52.246-04	Inspection of Services – Fixed Price *	AUG 1996
52.246-16	Responsibility for Supplies *	APR 1984
52.246-03	Inspection of Supplies – Cost Reimbursement **	MAY 2001
52.246-05	Inspection of Services – Cost Reimbursement **	APR 1984
52.246-06	Inspection – Time-and-Material and Labor Hour ***	MAY 2001

* Applicable to CLINs 0101 - 0103, 0401 - 0403

** Applicable to CLINs 0001 - 0003, 0201 - 0203

*** Applicable to CLINs 0301 – 0303, and 0307

E.3 GOVERNMENT REVIEW AND ACCEPTANCE

a) The Government will review and verify that all deliverables associated with a Task Order issued under this Contract fulfill the requirements and standards stated in this Contract and in the associated TO.

b) Inspection and acceptance of all items and services under this Contract will be accomplished by a Government Contracting Officer or designated representative(s). The designated representative(s) will inspect, and be responsible for, the review and acceptance of all deliverables under this Contract prior to its acceptance by the Government Contracting Officer (CO) identified in the TO via approving the Contractor's invoice, unless other procedures are specified in the TO. Acceptance testing will be performed by the designated representative(s).

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This Contract incorporates the following clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

CLAUSE NO.	CLAUSE TITLE	DATE
52.242-15	Stop-Work Order - Alternate I	AUG 1989
52.242-17	Government Delay of Work	APR 1984

F.2 TASK ORDER (TO)

- a) No task order shall exceed a 5-year period of performance.
- b) The period of performance, deliverables, and milestones shall be specified in each TO. No TO shall be issued after the date for placement of task orders as cited in Section I, FAR 52.216-18, “Ordering”.
- c) All TOs must be issued by an authorized Government Contracting Officer. No work shall be performed by the Contractor prior to acceptance of the TO unless authorized by the cognizant Contracting Officer.
- d) Delivery of supplies, services, written documents, etc. (including required formats and delivery locations) will be in accordance with the TO requirements. All correspondence and reports related to each TO shall be delivered to the cognizant Task Order Contracting Officer (TOCO) and/or designated Contracting Officer’s Technical Representative (COTR) as specified in the TO.
- e) For those TOs for which the Information Technology Omnibus Procurement (ITOP) II Contracting Officer (ITOP II CO) is responsible, letters of transmittal of deliverables and any other correspondence regarding schedule changes or problems with performance shall be sent by the Contractor to:

Attn: (Enter CO Name)
Contract # (Enter Contract Number)
Task Order # (Enter TO#)
Project # (Enter Project Number); if applicable
9988 Hibert St, Suite 310
San Diego, CA 92131

f) For all other TOs, the Contractor shall send correspondence regarding schedule changes or problems with performance to the cognizant TO CO and a copy shall be sent to the address in F.2(e).

(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 GENERAL

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this Contract unless otherwise specified by an individual Task Order. Additional contract administration data may be specified in each Task Order.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION

Contracting Officer: The Information Technology Omnibus Procurement (ITOP) II Contracting Officer (CO), identified below, has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The CO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Representative (COTR). The ITOP II CO for this contract is:

Contracting Officer
U.S. General Services Administration
9988 Hibert St. Suite 310
San Diego, CA 92131

COTRs shall be appointed in each TO issued under this contract. The appointment will be effective until the TO is completed or a written, or electronic, notice of termination is received from the CO responsible for the TO, whichever occurs first. Changes to the COTR may be made by the CO via electronic mail direction or by TO modification (changes directed by electronic mail will be confirmed in the next subsequent modification as applicable).

The COTR has the authority to monitor the technical progress of the services that are required to be delivered under the TO. This includes visits to the place of performance, meetings and telephone conversations with your personnel, inspection, acceptance, or rejection of the contracted items and other duties that may be authorized by the CO.

The COTR cannot authorize or order the cessation of contract work nor delete, change, or waive any of the technical requirements or other terms and conditions of the TO. Should the Contractor desire a change (monetary or otherwise) to the TO, you must submit a written request to the CO for consideration. If appropriate, the change will be effected by a contract modification, after discussions and/or negotiations. Whenever a difference of opinion between the Contractor and the COTR occurs, the Contractor shall notify the CO or the contract administrator/specialist immediately for resolution.

The ITOP II CO may delegate authority on an individual or class basis to issue TOs under this contract to other GSA entities or other Government agencies. These TOs must be signed by a warranted Contracting Officer of a Government activity who may assign a COTR and delegate certain administrative responsibilities to the COTR to assist in the administration of individual TOs. However, COs do not have authority to obligate a Government activity other than the Government activity in which that CO works.

The Contractor is not allowed to accept or perform under TOs issued by other than the ITOP II CO without evidence of the ITOP II PCO approved delegation of authority. This delegation will be signed by the ITOP II CO and at a minimum contain a delegation number, identification of the requesting Government Activity procurement office and contracting officer, expiration period (if any) of the delegation, designation as an individual or class delegation, an estimated amount, a description of services and period of performance, and any special conditions of the delegation. The Contractor must provide a copy of each TO resulting from such a delegation to the ITOP II CO or his designated representative within five 5 calendar days of acceptance of the TO.

G.3 BILLING INSTRUCTIONS

Invoices shall contain the information required by FAR 52.232-25, Prompt Payment, including the **contract number, task order number, and applicable line item numbers**. Invoices for cost type task orders also shall contain the following:

- 1) All direct labor charges substantiated by hours and dollars incurred by labor category. Straight-time and premium labor charges shall be substantiated separately.
- 2) All other direct costs (if any) substantiated at the same level as originally proposed.
- 3) All subcontract costs (if any) substantiated by cost category at the same level of detail as prime costs.
- 4) All indirect costs based on application of the indirect billing rates applied to the applicable cost bases.
- 5) All charges for Fixed Fee. Subject to the withholding provisions of the contract clause entitled, "Fixed Fee" incorporated in Section I of the contract, the fixed fee specified above shall be paid in installments at the time of each payment for allowable costs, the amount of each installment being determined by applying to the amount payable as allowable cost a percentage reflecting the ratio of total fixed fee to total estimated cost. The total installment payments of fixed fee shall not exceed 85% of the total fixed fee with the balance to be paid upon close-out of the task order. Therefore, the Contractor shall withhold 15% of fixed fee or \$100K, whichever is less, under each invoice.
- 6) Cumulative value to date of all billings against the applicable task order.

Invoices for firm-fixed price task orders shall be submitted in accordance with the payment schedule in the order.

Additional billing instructions, including submittal instructions, shall be provided under each individual task order issued under the contract. By execution of this contract, the Contractor acknowledges that invoice substantiation requirements may differ under each task order due to the varying nature of customer practices, and agrees to provide all data required by the task order Contracting Officer to substantiate invoices.

G.4 TRAVEL AND PER DIEM

- a) Outside the Washington, DC Metropolitan Area: IAW Federal Travel Regulation
- b) Inside the Washington, DC Metropolitan Area:
 - 1) Travel will be reimbursed based on the policies stated in paragraph (a) above.
 - 2) Normal commuting expenses are not allowed.
- c) Any burden added to the travel cost will be allowed only as defined in the Contractor's standard accounting practice or disclosure statement.
- d) Travel instructions for TOs issued by other than GSA shall be specified in the individual TO.

G.5 ACCOUNTABILITY OF COSTS/SEGREGATION OF TASK ORDERS

- a) All costs incurred by the Contractor under this contract shall be segregated by each TO. The Contractor shall, therefore, establish separate "Job Order Accounts and Numbers" for each TO issued and shall record all incurred costs in the appropriate job order account assigned each TO.
- b) There shall be no commingling of costs between TOs.

G.6 PERFORMANCE MEASURES

- a) Task orders issued under ITOP II shall contain, to the maximum extent practicable, meaningful performance measures to enable the assessment of success/failure in meeting the objectives of the requiring office. Performance measures shall be developed by requiring offices and included in the issued task order, subject to discussion with the Contractor and Contracting Officer, as appropriate.

- b) The requiring office shall be responsible for monitoring task order performance measures to assess progress. The cognizant Contracting Officer shall be notified when it appears that Contractor performance will not successfully meet the established measures.

G.7 PERFORMANCE EVALUATIONS

- a) Performance evaluations shall be done for each completed task order, regardless of dollar value, within 30 days of completion, by the Contracting Officer's Technical Representative (COTR) or his/her designated representative. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year; annual performance evaluations shall be submitted not later than October 31 of each year. Performance evaluations may also be done as otherwise considered necessary by the COTR or the requiring office throughout the duration of the task order (but generally no more than quarterly). The performance evaluation form shown in Attachment J-6 shall be used unless modified by the ITOP II CO.
- b) Performance evaluations shall be submitted to the cognizant government Contracting Officer, with a copy to the Contractor's ITOP II Project Manager and the ITOP II CO (if not the cognizant Contracting Officer).
- c) The cognizant CO shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The cognizant CO and COTR will consider any comments provided by the Contractor. The performance evaluation will have a copy of the Contractor's comments attached.

G.8 SUMMARY TASK ORDER CLOSEOUT REPORT

The Contractor shall submit the Summary Task Order Close-out Report on a calendar year semi-annual basis due 15 days after the end of the reporting period: January 15 (for period July 1 – December 31) and July 15 (for period January 1 – June 30). The report shall be submitted to itop2@gsa.gov. The Contractor is to include all task orders and indicate the status as of that reporting period: A (Active), E (Expired), C (Closed out) See Attachment J-14 Summary Task Order Close-out Report for reporting format. The Contractor shall continue to report all TOs until the last TO is officially closed out. Each report shall be signed certifying that it is accurate, current and complete. **Due to the modification of Attach J-14, the due date for the report covering the period 1 Jan -30 June 2008 is extended to August 29, 2008.**

G.9 SUBCONTRACTING REPORT

Pursuant to FAR 52.219-14, Limitation on Subcontracting, small businesses receiving contracts as a result of a task order set aside (or directed task order) may not subcontract greater than 50% of work under this contract on a cumulative basis (i.e., although individual task orders may have greater than

50% subcontracting, the total cumulative subcontracting under all task orders may not exceed 50%). Small businesses shall submit an annual report to the Contracting Officer on October 31 of each year detailing the subcontracting percentage under these task orders performed during the previous Government fiscal year. The report shall show the subcontracting percentage for the year under each individual task order, the cumulative total for the reporting period under the contract, and the cumulative total for the life of the contract. The subcontracting percentage shall be calculated based on the methodology contained under Attachment J-11 to this contract. The Government reserves the right to limit awards at any time to a small business not in compliance with this FAR clause.

G.10 CONTRACTOR COST RECOVERY REPORT & CONTRACT ACCESS FEE REMITTANCE

a) Contractor Cost Recovery Report (See Attachment J-13)

Reporting will be by individual contract and shall include sales on all active task orders. "Sales" means the dollar amount invoiced under each task order. Reports shall not consolidate multiple contracts. The Contractor shall submit an electronic version of the Contractor Cost Recovery Report in accordance with the template provided at J-13 via the ITOP mailbox at itop2@gsa.gov.

The Contractor shall accurately report the sales dollar value in U.S. dollars, rounded to the nearest whole dollar, by calendar year quarter. Periods with "zero" sales, shall also be reported as such. Reports shall be provided until the last task order has been completed and final payment has been made. The report is due within 30 calendar days following the end of the reporting quarter, as follows:

CY Quarter	Sales Period	Report Due	CAF Payment Due
1	1 January – 31 March	30 April	30 April
2	1 April – 30 June	31 July	31 July
3	1 July – 30 September	31 October	31 October
4	1 October – 31 December	31 January	31 January

The Contractor shall convert the total value of sales made in foreign currency to US dollars using the (Treasury Reporting Rates of Exchange) issued by the US Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Services, International Funds Branch, telephone: 202-874-7994, Internet: <http://www.fms.treas.gov/intn.html>.

Failure to submit required reports or the falsification of reports is sufficient cause for the Government to terminate the contract for default under the Termination clauses of this contract.

b) Contract Access Fee (CAF) Remittance

The Contract Access Fee reimburses GSA's Federal Acquisition Service for the costs of operating the GWAC program. The CAF represents a percentage of the total quarterly sales reported.

The CAF percentage is set at the discretion of GSA's FAS. FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of any change. Contractors are directed to <https://gwac.gsa.gov/default.htm> where FAS will post notice of the current CAF.

The Contractor shall remit the CAF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter. Final CAF payment is due within 30 calendar days after physical completion of the last outstanding task order under the contract.

Instructions for remitting the CAF are as follows:

Payment by check: All GWAC checks must be made payable and remitted to the following address:

GSA Federal Acquisition Service
Government Wide Acquisition Contracts (GWAC)
PO Box 970027
St. Louis, MO 63197-0027

If necessary, the courier address is:

GSA Federal Acquisition Service
Government Lockbox SL-MO-C2GL
1005 Convention Plaza (PO Box 970027)
St. Louis, MO 63101

Prior to mailing a check or submitting an EFT payment, a scanned copy of the check or a scanned EFT confirmation (i.e. Deposit Ticket #/Trace #) shall be submitted electronically to the ITOP CO via the ITOP mailbox itop2@gsa.gov.

Where multiple invoices and/or multiple task orders under this contract are involved, the CAF may be consolidated into one payment. CAF payments for multiple contracts or reporting quarters shall not be consolidated.

FAS reserves the right to unilaterally change such instructions as necessary, following notification to the Contractor.

Failure to remit the full amount of the CAF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest). The Contractor's failure to timely pay the CAF is sufficient cause for the Government to terminate the contract for default under the termination provisions of this contract.

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is an Indefinite Delivery-Indefinite Quantity (IDIQ) contract with provisions for Firm Fixed Price, Cost Plus Fixed Fee, Cost Plus Award Fee, Time-and-Materials, and Fixed Price Award Fee type task orders. The type of contract selected will be determined by task order based on the criteria contained in FAR 16.1, Selecting Contract Types. Only one contract type will be used on an individual task order unless mutually agreed to by the Contractor and the cognizant Contracting Officer.

H.2 MINIMUM CONTRACT GUARANTEE AND MAXIMUM POTENTIAL

- a) The guaranteed minimum amount for the ITOP II contract shall be a total of (\$100,000 for ISE; \$200,000 for SOM; \$75,000 for ISS), as met through the issuance of one or more task orders within two years of contract award. **NOTE: No minimum guarantee will be paid by GSA. All Minimum guarantees will be paid by the Department of Transportation.**
- b) The Government has no obligation to issue task orders to the Contractor beyond the amount specified in paragraph (a) of this clause. Once the conditions of paragraph (a) have been met, the Contractor will continue to have the opportunity to be issued task order(s) under the ITOP II contract unless notified by the ITOP II CO in accordance with Clause H.24.
- c) The maximum cumulative dollar amount that may potentially be awarded, to all contractors combined, under ITOP II is ten billion dollars.
- d) The funding for each task order shall be contained in the individual task order and not at the time of ITOP II contract award.
- e) Given the provisions of paragraphs (a) through (d) of this clause, the Contractor and the Government agree that a binding contract is established at time of ITOP II contract award and that consideration has been transferred between the parties.

H.3 ORDERING PROVISION

The following ordering procedures apply to all Task Orders issued under this contract. Any supplies and/or services to be furnished under this contract will be ordered by issuance of written TOs. TOs shall be issued in accordance with FAR 52.216-18, 52.216-19, and 52.216-22 (See Section I). In addition:

- a) Only an authorized Government Contracting Officer can issue a TO under this contract.

- b) All TOs are subject to the terms and conditions of the contract. In the event of conflict between a TO and the contract, the contract will take precedence.
- c) All costs associated with preparation, presentation, and/or discussion of the Contractor's TO proposal shall be at the Contractor's expense; post award TO administration (including applicable personnel cost allocations by TO) shall also be at the Contractor's expense. The Contractor is responsible for determining the most appropriate method for recovering such costs (e.g., direct or indirect charges to Task Orders) based on its standard accounting practices.
- d) The Government, at its discretion, will determine under which functional area a TO request belongs. This determination will be based on the predominant work to be performed under the TO (e.g., 70% = ISE, and 30% = ISS will be categorized as ISE). Unless otherwise precluded by the TO, a Contractor awarded a TO under a particular functional area may utilize other ITOP II Contractors from different functional areas as appropriate when subcontracting efforts are necessary.
- e) It is the Government's intent to compete all TOs among the contractors awarded a contract within the designated functional area. It is the Government's intent to issue TOs for every TO request. However, awardees need not be given an opportunity to be considered for a particular TO if the CO determines that:
- 1) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
 - 2) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
 - 3) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under the contract or through exercise of option periods specified in the original TO, provided that all awardees were given fair opportunity to be considered for the original TO; or
 - 4) It is necessary to place a Task Order to satisfy a minimum guarantee [See Clause H.2].
- f) Contractors under the 8(a) program may be awarded up to \$3,000,000 annually in accordance with FAR 19.805-1. (Should the 8(a) Contractor perform work under the exceptions in paragraph H.3e above, the \$3,000,000 cap does not apply.)
- g) No work will be performed and no payment will be made except as authorized by a TO.
- h) The Contracting Officer's selection decision on each TO request shall be final and shall not be subject to the protest or disputes provisions of the contract, except for a protest that the TO increases the scope, period, or maximum value of the contract.

- i) The Government intends to use electronic commerce methods to the maximum extent practicable for TOs.

H.4 PLACEMENT OF TASK ORDERS

- a) Delivery or performance shall be made only as authorized by written TOs issued in accordance with this clause. While the TO methodologies explained in the subsequent paragraphs represent the Government's initial approach to Task Order issuance, hopefully, through Government and Contractor cooperation and innovation, these methodologies will regularly evolve to incorporate lessons learned and to become more efficient and effective. Standardized TORFP and Contractor proposal formats shall be used to facilitate and streamline the TO process; these shall be provided to the Contractor upon award of the ITOP II contracts. Formal source selection procedures will not be held for TOs unless authorized by the ITOP II CO.
- b) TOs may be issued on either a competitive or non-competitive basis (in accordance with Clause H.3). Regardless of whether the TO is competitive or non-competitive, oral or written proposals (as considered appropriate in light of the dollar value, complexity, and duration of work for the TO) may be authorized by the cognizant Contracting Officer. In addition:
 - 1) The Government reserves the right to make award based on initial offers.
 - 2) TO award(s) will normally be made to the offeror(s) whose proposal is determined to best meet needs of the Government after consideration of all factors -- provides the "best value". "Best value", for the purpose of ITOP II, is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is performed through an integrated assessment and trade-off analysis between technical (e.g., past performance, management approach, personnel experience) and cost/price factors.
 - 3) Offerors are strongly encouraged but are not required, unless otherwise directed by the ITOP II CO, to provide offers on all competitively awarded TOs within their functional area. Offerors must clearly delineate which functional area tasks will be performed by the prime contractor vs. subcontractors.
 - 4) Offerors are cautioned that in conducting the TO evaluation, the Government may use data provided by the offeror in its proposal as well as data obtained from other sources (e.g., Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead, etc.), including previously awarded ITOP II TOs. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.
- c) When the TO is competed, and the value of the requirement is above the threshold established under the ITOP II Program for using additional streamlined procedures, (e.g. CIS as defined in the ITOP handbook procedures), the following procedures are applicable:

1) The requiring office shall provide a copy of the Statement of Work (SOW), Statement of Objectives (SOO) or Performance Based Specification (PBS) for a potential Task Order to the ITOP II PCO.

2) The cognizant CO will provide a TORFP to all Contractors within the designated functional area. Each TORFP will generally include:

- i. The SOW, Statement of Objectives (SOO), or Performance Based Specification (PBS) or the synopsis of the requirement;
- ii. The desired delivery schedule and/or required completion date(s), milestones, reporting requirements and list of deliverables as applicable;
- iii. Desired type of contract (i.e., FFP, CPFF, CPAF, T&M, FPAF) with proposed terms and conditions;
- iv. The date and time by which the response is due;
- v. The evaluation factors (which may include all or some of the following: Technical Approach; Management Approach; Past Performance; Key Personnel; Capability Demonstration/Benchmarking; and Cost/Price) and
- vi. Any special instructions, conditions, notices, performance measures, etc. applicable to the TO (including on-site/off-site provisions, discrepancies between the rates shown in H.25 and the proposed rates, etc.).

3) All Contractors within the functional area shall have the opportunity to develop a TO response to the TORFP; generally, the Contractors shall be given 7 - 30 days to prepare the response. If a Contractor decides NOT to propose on the TO, the cognizant CO, as well as the ITOP II CO, shall be informed of the decision in writing on or before the response due date. In addition to the technical and/or management approach proposed, the Contractor shall, for cost/price purposes, use:

- i. the labor categories in Attachment J-4 and any others necessary for the TO;
- ii. the corresponding labor rates as specified in the initial ITOP II proposal (updated/adjusted in accordance with Clause H.25) unless specifically highlighted and justified by the Contractor in the proposal and any other rates for labor categories not included in Attachment J-4/proposal;
- iii. other direct costs as applicable (hardware, software, subcontractor, travel, etc.); and
- iv. an appropriate rate of fee/profit depending on the risk associated with the TO (e.g., contractual arrangement (i.e., FFP, CPFF, CPAF, T&M & FPAF), the nature of work in the TO).

4) The Government shall evaluate the Contractor's TO proposal and determine whether or not to award a TO in accordance with the TORFP. Evaluation of the technical portion of the TO proposal shall be done separately from the evaluation of the cost/price portion. If deemed necessary by the Government, the CO will enter into oral and/or written communications with the Contractor in order to resolve any clarifications and/or deficiencies.

d) When the TO is competed, and the value of the requirement is at or below the threshold established under the ITOP II Program for using additional streamlined procedures, (e.g. CIS as defined in the ITOP handbook procedures), the following procedures are applicable:

1) The requiring office shall provide a copy of the Statement of Work (SOW), Statement of Objectives (SOO) , or Performance Based Specification (PBS) or a synopsis of the requirement for a potential Task Order to the ITOP PCO.

2) The cognizant CO will provide a description of the requirement to all Contractors within the designated functional area. Each description will generally include:

- i. The SOW, Statement of Objectives (SOO) , or Performance Based Specification (PBS) or the synopsis of the requirement;
- ii. The desired delivery schedule and/or required completion date(s), milestones, reporting requirements and list of deliverables as applicable;
- iii. Desired type of contract (i.e., FFP, CPFF, CPAF, T&M, FPAF);
- iv. The date and time by which the response is due;
- v. The evaluation factors (which may include all or some of the following: Technical Approach; Management Approach; Past Performance; Key Personnel; Capability Demonstration/Benchmarking; and Cost/Price), and
- vi. Any special instructions, conditions, notices, performance measures, etc. applicable to the TO (including on-site/off-site provisions, discrepancies between the rates shown in H.25 and the proposed rates, etc.).

3) All Contractors within the functional area shall have the opportunity to develop a TO response to the proposed requirement; generally, the Contractors shall be given 7 days to prepare the response. If a Contractor decides NOT to propose on the TO, the cognizant CO, as well as the ITOP II CO, shall be informed of the decision in writing on or before the response due date. In addition to the technical and/or management approach proposed, the Contractor shall, for cost/price purposes, submit a cost proposal using the instructions as specified under paragraph (c)(3) where a complete SOW is provided or a rough order of magnitude (ROM) if a synopsis of the requirement is provided.

4) The requiring activity shall evaluate the Contractor's TO proposal and determine whether or not to recommend award of the TO. The requiring activity shall enter into communications with one or more offerors as necessary to make an award recommendation. The recommendation (with supporting justification) will be reviewed and approved by the ITOP II CO. Once approved, if a cost proposal was provided as part of the evaluation, award of the task order will be made as soon as feasible. If a ROM was provided, the ITOP II CO shall request a cost proposal from the selected offeror and award a task order after analyzing the proposal for cost reasonableness and conducting negotiations (if necessary).

e) When the TO is not competed, the following procedures are applicable:

1) The requiring office shall provide a copy of the Statement of Work (SOW), Statement of Objectives (SOO), or Performance Based Specification (PBS) for a potential Task Order to the ITOP II PCO.

2) The cognizant CO will provide a TORFP to the specified Contractor within the

functional area. Each TORFP will generally include:

- i. The SOW, Statement of Objectives (SOO), or Performance Based Specification (PBS);
- ii. The desired delivery schedule and/or required completion date(s), milestones, reporting requirements and list of deliverables as applicable;
- iii. Desired type of contract (i.e., FFP, CPFF, CPAF, T&M, FPAF) with proposed terms and conditions;
- iv. The date and time by which the response is due;
- v. Any special instructions, conditions, notices, performance measures, etc. applicable to the TO (including on-site/off-site provisions, discrepancies between the rates shown in H.25 and the proposed rates, etc.).

3) The Contractor shall develop a TO response to the TORFP; generally, the Contractor shall be given 5 - 14 days to prepare the response. In addition to any technical and/or management approach proposed (if requested), the Contractor shall, for cost/price purposes, use:

- i. The labor categories in Attachment J-4 and any others necessary for the TO;
- ii. The corresponding labor rates as specified in the initial ITOP II proposal (updated/adjusted in accordance with Clause H.25) unless specifically highlighted and justified by the Contractor in the proposal and any other rates for labor categories not included in Attachment J-4/proposal;
- iii. Other direct costs as applicable (hardware, software, subcontractor, travel, etc.); and
- iv. An appropriate rate of fee/profit depending on the risk associated with the TO (e.g., contractual arrangement (i.e., FFP, CPFF, CPAF, T&M, FPAF), the nature of work in the TO).

4) The Government shall evaluate the Contractor's TO proposal and determine whether or not to award a TO.

f) When oral proposals are authorized, the following procedures are applicable:

1) Scheduling of oral presentations (time, date, and place) shall occur as soon as possible after receipt of the technical presentation package. The actual schedule shall be a result of both Government and Offeror availability.). If the Contractor subsequently decides not to propose on the TO, the cognizant CO shall be informed as soon as possible to cancel the scheduled oral proposal meeting.

2) The time scheduled for the oral proposal shall normally be 1 hour unless otherwise specified in the TORFP. The Government evaluators shall hold questions until the end of the presentation, at which time the Government may ask questions.

3) The presentation shall not deviate from the written slide proposal submitted. Should the Offeror desire to submit changes to the technical proposal (and the cost proposal if impacted) as a result of the Government questions, the changes shall be provided to the Contracting Officer by 5:00

p.m. of the second business day after the date of oral presentations (unless otherwise specified by the TORFP or the CO at the time of oral presentations).

4) After completion of oral proposals by all Contractors involved and submittal of any revisions, the requiring office shall confer with the cognizant CO to determine whether or not additional communications are necessary prior to making the TO award selection(s). If additional communications are considered unnecessary, TO award will be made by the cognizant CO as soon as feasible. If additional communications are considered necessary with one or more offerors, TO award will be made by the cognizant CO as soon as feasible after completion of these communications.

H.5 PROCUREMENT INTEGRITY – SPECIAL PROVISIONS ON EACH TO

All Contractor personnel (to include Subcontractors and consultants) who will be personally and substantially involved in the performance of any TO issued under this contract which requires the Contractor to act on behalf of, or provide advice with respect to any phase of an agency procurement, as defined in FAR 3.104-4, shall execute and submit an “Employee/Contractor Non-Disclosure Agreement” Form (See Attachment J-7). This is required prior to the commencement of any work on such Task Order and whenever replace personnel are proposed under an ongoing TO.

H.6 IDENTIFICATION OF CONTRACTOR EMPLOYEES

During the period of this contract, the rights of ingress and egress to and from any office for contractor representatives shall be made available as required. All Contractor employees whose duties under this contract require their presence at any Governmental (including state/local) or governmental facility shall be clearly identifiable by a distinctive badge furnished by the Government. All prescribed information shall immediately be delivered to the appropriate personnel or directed by the COTR for cancellation or disposition upon the termination of the employment of any Contractor personnel. All on-site Contractor personnel shall abide by security regulations, applicable to that site.

H.7 TASK ORDER CLOSE-OUT

It is the intention of the Task Order Contracting Officer (TOCO) to perform closeout procedures on an individual TO basis. The Contractor agrees to perform those internal functions necessary to support this process in a timely manner. TO closeout will occur as soon as possible after required audit and establishment of final indirect rates, as applicable.

H.8 PUBLICITY

Publicity releases in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the TO CO.

H.9 GOVERNMENT FURNISHED ITEMS

All Government furnished items will be identified in the appropriate TORFP and TO. If any given TO issued under this contract requires work to be performed on the Government's site, the Government will provide office work space, office automation equipment and furniture for Contractor personnel.

H.10 INCORPORATION OF SECTION K BY REFERENCE

In accordance with FAR 15.204-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the Contractor), shall be deemed incorporated by reference in the contract.

H.11 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

a) The Government hereby provides NOTICE and Contractor hereby acknowledges RECEIPT that Government personnel observe the listed days as holidays:

New Year's Day
Martin Luther King's Birthday
President's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas

b) In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by the President's Proclamation

c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect

cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to this contract.

- d) When the Federal, State, Local and other governmental entities grants excused absence to its employees, assigned Contractor personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Technical Representative.
- e) If Government personnel are furloughed, the Contractor shall contact the Contracting Officer or the COTR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situations apply:
 - 1) Contractor personnel that are able to continue contract performance (either on-site or at a site other than their normal work station), shall continue to work and the contract price shall not be reduced or increased.
 - 2) Contractor personnel that are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.
- f) In those situations that furloughed Government personnel are reimbursed, the Contractor may not invoice for their employees working during the Government furlough until such time as the special legislation affecting Government personnel is signed into law by the President of the United States.
- g) Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited other sections of this contract.

H.12 INTERRELATIONSHIPS OF CONTRACTORS

GSA and/or other Government agencies may have entered contractual relationships in order to provide information technology requirements separate from the work to be performed under ITOP II TOs, yet having links and interfaces to ITOP II TOs. Further, GSA and/or other Government agencies may extend these existing relationships or enter into new relationships. The Contractor may be required to coordinate with other such contractor(s) through the cognizant TOCO and/or designated representative in providing suitable, non-conflicting technical and/or management interfaces and in avoidance of duplication of effort. Information on deliverables provided under separate TOs may, at the discretion of the GSA and/or other Government agencies, be provided to such other contractor(s) for the purpose of such review.

H.13 KEY PERSONNEL

- a) Overall ITOP II Effort Key Personnel

1) The Government has designated the ITOP II Program Manager as the key personnel position for the overall ITOP II effort. The following is the key personnel for the Overall ITOP II contract:

<u>Position</u>	<u>Name</u>
ITOP II Program Manager	_____

2) Key personnel for the overall ITOP II effort must be assigned by the Contractor on a full or part-time basis for ITOP II (depending on the level of TO effort) for the seven year duration on the ITOP II contract barring circumstances outside the control of the Contractor (e.g., death, resignation, disability, etc.) or as otherwise approved by the ITOP II CO due to a change of duties, promotion, conflict between two (2) or more TOs, etc.

b) Task Order Key Personnel

1) In responding to a TO Request, the Contractor may propose multiple key personnel positions for that TO Request. Upon award of a TO, the Contractor shall furnish the individuals proposed for each key personnel position to perform under the TO. Key personnel assigned to the contract must be assigned for the period stated in a TO barring circumstances outside the control of the Contractor (e.g., resignation, death, disability, etc) or as otherwise approved by the cognizant CO due to a change of duties, promotion, conflict between two (2) or more TOs, etc.

2) On-site requirements for key personnel will be stated in individual TO Requests when required. (This would be applicable to each individual TO Request.) Determination of status for key staff proposed by the Contractor, unless specified otherwise in the TO Request, will be based on the critical importance and the level of involvement of that person to the project. Proper assignment of key personnel status will impact evaluation of proposals submitted in response to Task Order Requests.

3) Specialized discipline requirements will be specified in individual TO Requests and, subsequently, individual TOs at time of issuance.

c) In order to ensure a smooth and orderly start up of work, it is essential that the key personnel specified in the Contractor's proposal be available on the effective date of the contract or TO. If these personnel are not made available at that time, the Contractor shall show cause. If the Contractor does not show cause, the Contractor may be subject to default action as prescribed by FAR 52.249-8, Default (Fixed-Price Supply and Service) or FAR 52.249-6, Termination (Cost Reimbursement).

d) The Contractor shall not on their own volition remove or replace any personnel designated as "key" personnel, for either this contract or any issued TOs, without the written concurrence of the cognizant Contracting Officer. Prior to utilizing other than personnel specified in proposals, the Contractor shall notify the Government Contracting Officer and the COTR. This notification shall be no later than ten (10) calendar days in advance of any proposed substitution and shall include

justification (including resume(s) of proposed substitution(s)) in sufficient detail to permit evaluation of the impact on contract or TO performance.

e) Substitute personnel qualifications shall be equal to, or greater than, those of the personnel being substituted. If the Government Contracting Officer and the COTR determine that the proposed substitute personnel is unacceptable, or that the reduction of effort would be so substantial as to impair the successful performance of the work under the contract or the TO, the Contractor may be subject to default action as prescribed by FAR 52.249-8, Default (Fixed-Price Supply and Service) or FAR 52.249-6, Termination (Cost Reimbursement). If deemed necessary by the Government, substitute personnel shall be given a one (1) day orientation by Contractor personnel at no additional cost to the Government and with no change in the delivery schedule.

f) In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, or any TO issued hereunder, the Government reserves the right to request and receive satisfactory personnel replacement within ten (10) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel. Replacement personnel must have the same minimum qualifications as specified in Section Attachment J-4 and meet any applicable security requirements.

g) The Contractor supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed herein and in TOs issued hereunder. The Contractor shall select, supervise, and exercise control and direction over its employees under this Contract. The Government shall not exercise any supervision or control over the Contractor in his performance of contractual services under this Contract. The Contractor is accountable to the Government for the action of its personnel.

h) The contractor is herewith notified that employee recruiting and employee retention practices shall be monitored on a task order basis. Situations such as "employee raiding" from other continuing ITOP task orders as well as the degree of employee turnover shall be considered as part of the determination under the provisions cited in Special Contract Requirement H.24, Notification of Unsatisfactory Performance.

H.14 INSURANCE

See Section I - Clause 52.228-7, "Insurance - Liability to Third Persons". The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract.

a) Workman's compensation insurance as required by law of the State.

- b) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
- c) Property damage liability with a limit of not less than \$100,000 for each accident.
- d) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the contractor gives written notice of cancellation or change, as required by the Contracting Officer. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's prior approval.

A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforementioned endorsement. The insurance company providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer. The substance of this clause shall be made to flow down to any subcontractors.

H.15 NON-PERSONAL SERVICES

- a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- c) The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way

under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.16 ORGANIZATIONAL CONFLICTS OF INTEREST

- a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.
- b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- c) The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Office, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- d) The Contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.
- e) In the event that a TO is issued to the Contractor that would require activity that would create a potential of interest, the Contractor shall:
 - 1) Notify the Contracting Officer of a potential conflict, and;
 - 2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or
 - 3) Present for approval a conflict of interest mitigation plan that will:
 - a. Describe in detail the TO requirement that creates the potential conflict of interest; and
 - b. Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

4) The Contractor shall not commence work on a TO related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

5) If the Contracting Officer determines that it is in the best interest of the Government to issue a TO, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.17 ALTERNATE DISPUTE RESOLUTION PROCEDURES (ADR)

Background: Pub. L. No. 101-552 *The Administrative Dispute Resolution Act* encourages the use of alternative means of resolving disputes involving government agencies. The Act is based on Congress' finding that alternative processes, including mediation, often "yield decisions that are faster, less expensive and less contentious and can lead to more creative, efficient and sensible outcomes."

Please indicate your interest in participating in ADR by checking the appropriate blank below:

☐ The offeror shall participate in ADR.

☐ The offeror shall not participate in ADR.

H.18 CONTRACTOR RESPONSIBILITIES

a) The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of this contract.

b) The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of, the occupancy, use, service, operations, or performance of work under the terms of this contract, to the extent resulting from the negligent acts or omissions of the Contractor.

c) The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

d) A smooth and orderly transition between the Contractor and a predecessor or successor Contractor is necessary to ensure minimum disruption to vital Government business. The Contractor shall cooperate fully in the transition.

e) The Contractor shall adhere to the same professional and ethical standards of conduct required of Government personnel. The Contractor shall not:

- 1) Discuss with unauthorized persons any information obtained in the performance of work under this contract;
- 2) Conduct business not directly related to this contract on Government premises;
- 3) Use computer systems and/or other Government facilities for company or personal business other than work related to ITOP II; or
- 4) Recruit on Government premises or otherwise act to disrupt official Government business.

H.19 SECURITY REQUIREMENTS

- a) The Government may require security clearances, perhaps higher than top secret (top secret specialized compartmentalized information), for performance of any TO under this contract. If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.
- b) The level of classified access required shall be indicated on DD-254 or other appropriate form incorporated into each TO Request requiring access to classified information. Contractors are required to have background investigations for suitability if they occupy positions of trust (e.g., systems administration) even if they do NOT have access to classified information.
- c) Necessary facility and/or staff clearances shall be in place prior to issuance of a TO under this contract.
- d) If a security clearance is required, interim coverage maybe obtained from the Department of Defense.

H.20 CONTRACTOR STAFF TRAINING

- a) The contractor shall provide fully trained and experienced technical and lead personnel (including replacement personnel) required for performance of task orders. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except for the following:
 - 1) When the Government has given prior approval for training to meet special requirements that are peculiar to a particular TO.

2) Limited training of Contractor employee(s) may be authorized when the Government changes the IT hardware and/or software during performance of an on-going task order and it is determined to be in the best interest of the Government.

3) Training for contractor employees to attend seminars, symposia, or user group conferences when certified by the Contractor and the COTR that attendance is mandatory for the performance of task order requirements.

b) When training is authorized by the Government under the conditions set forth above, the Government will reimburse the Contractor for labor, tuition, and travel (if required) in accordance with the Contractor's standard accounting/estimating procedures. For training expenses (including labor) reimbursed as a direct cost under the task order, the Contractor agrees to reimburse the Government a prorata share of the training expenses for each employee who subsequently is no longer employed under the task order. For example, within one year from the completion of training if the Government paid \$12,000 to train an individual no longer employed under the task order after six months, the Contractor would reimburse the Government \$6,000. This reimbursement would not be required for an employee replaced by an individual who has received the same training paid by the Government for the original employee, provided the replacement occurs within two weeks from the original employee's last day of employment under the task order. A replacement after that time frame would reduce the prorata reimbursement owed the Government (i.e., under the above scenario if the employee is replaced after one month with an individual who has received the same training, the amount to be reimbursed would be reduced from \$6,000 to \$1,000).

H.21 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS

a) Work under this contract may provide the Contractor with access to advance information about future Government procurement, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software. Without the following restrictions, 1) the Contractor's objectivity in performing the work may be impaired by its other business activities, 2) the nature of the work to be performed may result in unfair competitive advantage to the Contractor in a future Government procurement, or 3) the Contractor's ability to perform work required under future Government contracts in an objective manner may be impaired by its performance of work under this contract.

b) Therefore, in order to prevent a potential bias, unfair, competitive advantage, or other potential conflict of interest the Contractor shall be subject to the following restrictions:

1) The Contractor shall be excluded from competition for, or award of, any Government contract, for which, in the course of performance of this contract, the Contractor has received advance procurement information, which has not been made generally available to other persons or firms. Absent security reasons, the Government will strive to notify the Contractor as early in the procurement process as feasible of potential conflicts of interest situations.

2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or Statement of Work.

3) The Contractor shall be excluded from competition for, or award of, any Government contract, which calls for the evaluation of system requirements, systems definitions, or other products developed, by the Contractor under this contract.

4) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

c) The Contractor shall be notified in the TO for the initial effort whether a future exclusion is possible.

d) This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.

e) The term "Contractor," as used in this clause includes any person, firm or corporation which has a majority or controlling interest in the contractor or in any parent corporation thereof, and any person, firm or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, those of any corporation, which has a majority, or controlling interest in the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest.

f) The Government may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.

g) The exclusions contained in this clause shall apply for the duration for each TO and for two (2) years after completion and acceptance of all work performed there under.

h) If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any tier, on such contract.

i) This clause shall be incorporated into any subcontracts awarded under this contract unless the Contracting Officer determines otherwise.

H.22 FIXED FEE/PROFIT/AWARD FEE INFORMATION

a) a) For any Task Order issued under CLINs 0001 – 0003 the maximum fixed fee that can be proposed is * % of estimated cost.

- b) For any Task Order issued under CLINs 0101 – 0103 the maximum profit included in the unit price and total price shall be * % .
- c) For any Task Order issued under CLINs 0201 – 0203 the base fee shall be zero dollars the maximum award fee shall be * % of estimated cost.
- d) For any Task Order issued under CLINs 0301 – 0303 the proposed unit price and ceiling price shall contain a profit amount that shall not exceed * % . For CLIN 0307 there is no proposed profit.
- e) For any task order issued under CLINS 0401-0403, the maximum profit proposed in the unit price and total price shall be * % . In addition, the limitation on the award fee for CLINS 0401-0403 shall be established by the applicable TO Contracting Officer. In no event shall the award fee exceed * % of the fixed price.
- f) For any Task Order issued under CLINs 0201 – 0203 and 0401 – 0403, the individual TO shall contain the applicable Award Fee Plan.
- g) For CLINs 0401 – 0403 the Award Fee clause shall contain at a minimum the following:
 - 1) Performance measures
 - 2) Schedule for determination of award fee earned
 - 3) Amount of the award fee to be earned
- h) Depending on the nature of the Task Order, the Contractor can propose a lower fixed fee/ award fee/profit

* The rates from the contractor's August 14, 1998 proposal are hereby incorporated by reference into this special contract requirement due to the proprietary nature of the information. A completed H.22 with the applicable rates is included as part of the official contract file at the Enterprise GWAC Center, GSA FSS, San Diego, CA. The completed special contract requirement is available upon request to individuals with a legitimate need for the information as determined by the Contracting Officer.

H.23 SUBCONTRACTORS

- a) Because of the wide diversity of work possible under ITOP II, the potential seven-year contract life, and the rapidly changing nature of information technology, the Government recognizes that the Contractor may need to utilize different subcontractors to meet specific customer needs.
- b) For the purposes of ITOP II, "mandatory subcontractor" is defined as any subcontractor, team member, or consultant (at any tier) designated by the prime Contractor as being necessary for technical consideration (i.e., technical evaluation) by the Government in its selection decision for each task order.

- c) A subcontractor designated as “mandatory” for a TO shall not be replaced on that TO without the written approval of the cognizant CO. Any subcontractor not specified in a TO as being “mandatory” shall be considered “non-mandatory”. “Non-mandatory” subcontractors may be proposed on a TO and shall be considered for cost evaluation purposes but shall not be considered in the technical evaluation. “Non-mandatory” subcontractors may be proposed by the Contractor under any TO without prior ITOP II CO approval.
- d) The consent to subcontract shall be in accordance with FAR 52.244-2 (Aug 98) and Alternative II. However, should advance notification be required, the award of a prime contract to any contractor will serve as satisfying this requirement for advance notification to the ITOP CO that the contractor intends to subcontract for future task orders with those subcontractors identified as team members.
- e) The contractor shall abide by the following limitation on how subcontractors can be proposed on task orders. A company cannot be a subcontractor to more than one prime in any one functional area.

H.24 NOTIFICATION OF UNSATISFACTORY PERFORMANCE

- a) The Government shall consistently evaluate performance on each task order. (In addition, the Government shall receive formal performance evaluations for each task order in accordance with Clause G.7 of the contract.)
- b) The ITOP II CO and the ITOP II Program Manager shall discuss any unsatisfactory performance.
- c) One or more instances of unsatisfactory performance may result in the ITOP II CO notifying the Contractor in writing that a moratorium of a specified length may be imposed on the Contractor pending satisfactory progress toward resolving unsatisfactory performance. During the moratorium period (which shall be unilaterally established by the ITOP II CO and may vary in length depending on the severity of the unsatisfactory performance), the Contractor shall be precluded from proposing on or being issued task orders under ITOP II.

H.25 LABOR/BURDEN RATE UTILIZATION

- a) The Contractor has proposed loaded composite FY99, FY2000, FY2001, FY2002, FY2003, FY2004, and FY2005 rates in accordance with attachment J-8 for each labor category shown in Attachment J-4.
- b) These composite rates shall be used by the Contractor for proposal purposes unless:
 - 1) The Contractor uses lower rates for a particular TO;

2) Adjustment is authorized by the cognizant CO for a particular TO due to work being performed at a different geographical location other than the Washington, DC area, labor categories are proposed other than those contained in Attachment J-4, etc;

3) For Cost Plus Fixed Fee, Cost Plus Award Fee, or Fixed Price CLINs, in cases where the projected actual rates will differ from the composite rates, the rates utilized shall reflect the projected actual rates that will be invoiced to the Government. Said rates shall be justified. In the case that they were utilized as part of the composite rate calculation, reference to the page in the basic ITOP II proposal will be considered justification.

4) For Time-and-Material CLINs, other than the composite rates may be proposed if, due to the nature of the task order requirement(s), the proposed rates (excluding profit) will differ from the composite rates by more than 2%. Said rates shall be justified in the cost proposal submission. In the case that they were utilized as part of the composite rate calculation, reference to the page in the basic ITOP II proposal will be considered justification. Material shall be proposed in accordance with FAR 52.232-7.

c) For FY2001 and beyond, at least 90 days prior to October 1 of the upcoming fiscal year, the Contractor shall submit revised composite rates (if necessary) to the ITOP II CO to be used for proposal purposes for the upcoming fiscal year. These rates are subject to negotiation between the Contractor and the Government. Included in the submission shall be composite rates for the labor categories shown in Attachment J-4 as well as for any labor categories used by the Contractor in the preceding fiscal year.

d) If TO subcontractor rates are proposed within the range cited in Attachment J-8, the rate(s) may be considered fair and reasonable on a task order basis. However, if the rate(s) proposed at the TO level is lower or higher for non competitive task orders, the Contractor may be required to submit supporting data (e.g., DCAA audit, FPRA, FPRR) for the Task Order CO approval of the proposed rate(s).

e) Only the ITOP II CO may authorize permanent adjustments to the initial ITOP II composite proposal rates or to the negotiated rates authorized by paragraph (b) above.

f) Appropriate profit/fee shall be added to the composite rates by the Contractor as appropriate for each TO.

g) Should TO billing rates exceed the proposed TO rates by 5% or more, the Contractor shall provide the rationale to the cognizant CO within 30 days of the occurrence or with submission of invoice, whichever occurs first (with a copy to the ITOP II CO).

H.26 NOTICE OF AVAILABILITY OF FUNDS/CONTINUING RESOLUTION

Task orders (or applicable line items thereto) issued under this contract may be subject to the "Availability of Funds" clause, FAR 52.232-18, as incorporated by reference in Section I. The

"Availability of Funds" clause states that the Government's liability for payment is contingent upon the availability of funds, and this contingency remains in effect until the Contracting Officer confirms availability, in writing, to the Contractor. For the purposes of this clause, the Contracting Officer hereby confirms that funds will be available under the task order upon enactment of the applicable fiscal year Continuing Resolution (limited to the period of the Continuing Resolution) for the requiring department/agency, or upon enactment of the applicable fiscal year Appropriations Act for the requiring department/agency. Any period of performance not covered by a Continuing Resolution is subject to the terms and conditions of the "Availability of Funds" clause. Information regarding the Continuing Resolution or the applicable fiscal year Appropriations Act or verification of availability may be obtained by contacting the Contracting Officer. It is anticipated that no further written confirmation of availability will be provided.

H.27 ITOP OMBUDSMAN

No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of a Task Order under the ITOP2 Contract, except for a protest on the grounds that the Task Order increases the scope, period, or maximum value of the ITOP2 Contract.

GSA has appointed an Ombudsman to review complaints from Contractors and ensure they are afforded a fair opportunity to be considered. The ombudsman is a senior GSA official who is independent of the GSA CO and ACOs.

The Ombudsman is:

GSA Ombudsman
Office of the Chief Acquisition Officer
U.S. General Services Administration
1800 F Street, N.W.
Washington, DC 20405

H.28 RESERVED

H.29 HARDWARE/SOFTWARE ACQUISITION

a) ITOP II is envisioned to be a "Solutions Based Contract." To help ensure the ability to provide hardware/software without limitation, but not become a shopping center, ITOP II is considered to be a "solutions based contract". This term, as used in the GWAC council meeting, refers to contracts that encompass everything from the analysis of hardware/software implementation to ongoing operational support of an IT solution.

b) Inclusion of hardware/software acquisition on a Task Order is within the purview of the

cognizant Government Contracting Officer. Any hardware/software included must be considered to be critical and related to the services being acquired under the Task Order.

- c) See Section C paragraph 1.5 for examples of items that can be obtained under the provisions of this Special Contract Requirement.
- d) The ITOP II CO reserves the right to review individual Task Orders to determine if the provisions of this clause are being applied appropriately.

H.30 LIMITATION OF INDIRECT COSTS

- a) The Government may issue cost type task orders limiting the amount of indirect costs that can be reimbursed. Notwithstanding any other clause(s) of those task orders, the Government shall not reimburse the Contractor for any indirect costs due to indirect rates greater than those proposed in the contractor's task order proposal. All indirect expenses in excess of said amounts shall be borne by the Contractor.
- b) The indirect cost limitation set forth in this provision includes considerations for all known increases that will take place during the term of this task order resulting from statute, court decision and/or written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority. However, in the event that during the term of the task order, any other statute, court decision and/or written ruling or regulation affects the contractor's indirect costs, the indirect cost limitations will be adjusted to the extent the contracting officer determines to increase or decrease, if any, said statute, court decision and/or ruling or regulation impacts the contractor's indirect costs.

H.31 CONTRACT ADMINISTRATION SUPPORT

The Government intends to utilize a non-ITOP contractor to provide contract administration support for this contract and resultant task orders. Examples of such support the contractor will provide include preparation of modifications and supporting documentation for Government approval, analysis of task order modification proposals and recommendation of the Government negotiation position, and review/tracking of contractor invoices for Government payment approval. Contractor personnel shall be prohibited from performing inherent Governmental functions (e.g., negotiating on behalf of the Government, signing contractual documents, etc.). Contractor employees will be required to sign a Certificate of Non-Disclosure certifying that they will not disclose any procurement sensitive or proprietary business information obtained in the course of their duties and will use such information only for official purposes in the performance of the support contract. By execution of this contract, the contractor hereby provides its assent to the Government's use of a contractor to provide contract administration support.

(End of Section H)

SECTION I – CONTRACT CLAUSES

FAR52.252-2 - CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were in full text. Upon request, the Contracting Officer will make their full text available

- a. The clauses from the following regulations are incorporated:
 - I. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) dated 1990 as amended; and
- b. Clauses marked with asterisks (**) are attached in full text.
- c. Clauses marked with asterisks (***) are applicable to request for proposals when Task Orders are competed.

FEDERAL ACQUISITION REGULATION CLAUSES

CLAUSE NO.	CLAUSE TITLE	DATE
52.202-01	Definitions	JUL 2004
52.203-03	Gratuities	APR 1984
52.203-05	Covenant against contingent Fees	APR 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	JUL 1995
52.203-07	Anti-Kickback Procedures	JUL 1995
52.203-08	Cancellation, Rescission & Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
52.204-01	Approval of Contract**	DEC 1989
52.204-02	Security Requirements	AUG 1996
52.204-04	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.204-06	Data Universal Numbering Systems (DUNS)	OCT 2003
52.209-06	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-05	Material Requirements	AUG 2000
52.211-16	Variation in Quantity	APR 1984
52.212-4	Contract Terms and Conditions – Commercial Items	OCT 2003
52.215-01	Instructions to Offerors - Competitive***	JAN 2004
52.215-02	Audit and Records – Negotiation	JUN 1999
52.215-08	Order of Precedence – Uniform Contract Format	OCT 1997

CLAUSE NO.	CLAUSE TITLE	DATE
52.215-10	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modification	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Termination of Defined Benefit Pension Plans	OCT 1997
52.215-16	Facilities Capital Cost of Money***	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Post-retirement Benefits Other Than Pensions (PRB)	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Cost or Pricing Data or Information Other Than Costs or Pricing Data - Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52.216-07	Allowable Cost and Payment	DEC 2002
52.216-08	Fixed Fee	MAR 1997
52.216-17	Incentive Price Revision - Successive Targets	OCT 1997
52.216-18	Ordering**	OCT 1995
52.216-19	Order Limitations**	OCT 1995
52.216-22	Indefinite Quantity**	OCT 1995
52.217-02	Cancellation Under Multiyear Contracts	OCT 1997
52.217-08	Option to Extend Services	NOV 1999
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2004
52.219-06	Notice of Total Small Business Set-Aside	JUN 2003
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	MAY 2004
52.219-09	Small Business Subcontracting Plan	JAN 2002
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-16	Liquidated Damages - Subcontracting Plan	JAN 1999
52.219-17	Section 8(a) Award**	DEC 1996
52.219-18	Notification of Competition Limited to Eligible 8(a) Concerns	JUN 2003
52.222-02	Payment for Overtime Premiums**	JUL 1990
52.222-03	Convict Labor	JUN 2003
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts and Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 1984
52.222-29	Notification of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Special Disabled Veterans, of the Vietnam era, and Other Eligible Veterans	DEC 2001

CLAUSE NO.	CLAUSE TITLE	DATE
52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
52.222-43	Fair Labor Standards Act and Services Contract Act - Price Adjustment	MAY 1989
52.222-48	Exemption from Application of Service Contract Act Provisions for Contracts for Maintenance, Calibration, And/or Repair of Certain Information Technology, Scientific and Medical and/or Office and Business Equipment – Contractor Certification	AUG 1996
52.223-02	RESERVED	
52.223-05	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-06	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-01	Privacy Act Notification	APR 1984
52.224-02	Privacy Act	APR 1984
52.225-1	Buy American Act - Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-01	Utilization of Indian Organizations and Indian Owned Economic Enterprises	JUN 2000
52.227-01	Authorization and Consent	JUL 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
52.227-14	Rights in Data - General	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-17	Rights in Data - Special Works	JUN 1987
52.228-05	Insurance - Work on a Government Installation	JAN 1997
52.228-07	Insurance - Liability to Third Persons	MAR 1996
52.229-03	Federal, State, and Local Taxes	APR 2003
52.230-02	Cost Accounting Standards	APR 1998
52.230-03	Disclosure and Consistency of Cost Accounting Practices	APR 1998
52.230-06	Administration of Cost Accounting Standards	NOV 1999
52.232-01	Payments	APR 1984
52.232-07	Payments under Time-and-Materials and Labor-Hour Contracts	DEC 2002
52.232-08	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984

CLAUSE NO.	CLAUSE TITLE	DATE
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-32	Performance-Based Payments	FEB 2002
52.232-33	Payment by Electronic Funds Transfer- Central Contractor Registration	OCT 2003
52.233-01	Disputes	JUL 2002
52.233-01	Disputes - Alternate I	DEC 1991
52.233-03	Protest after Award	AUG 1996
52.233-03	Protest after Award - Alternate I	JUN 1985
52.237-02	Protection of Government Buildings, Equipment and Vegetation	APR 1984
52.237-03	Continuity of Services	JAN 1991
52.239-01	Privacy or Security Safeguards	AUG 1996
52.242-01	Notice of Intent to Disallow Costs	APR 1984
52.242-03	Penalties for Unallowable Costs	MAR 2001
52.242-04	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-01	Changes - Fixed Price	AUG 1987
52.243-01	Changes - Fixed Price - Alternate I	APR 1984
52.243-01	Changes - Fixed Price - Alternate II	APR 1984
52.243-02	Changes - Cost Reimbursement	AUG 1987
52.243-02	Changes - Cost Reimbursement - Alternate I	APR 1984
52.243-02	Changes - Cost Reimbursement - Alternate II	APR 1984
52.243-03	Changes - Time-and-Materials or Labor-Hours	SEP 2000
52.243-07	Notification of Changes	APR 1984
52.244-02	Subcontracts – Alternate II	AUG 1998
52.244-05	Competition in Subcontracting	DEC 1998
52.244-06	Subcontracts for Commercial Items	DEC 2004
52.245-01	Property Records	APR 1984
52.245-02	Government Property (Fixed-Price Contracts)	MAY 2004
52.245-05	Government Property (Cost-Reimbursement, Time-and- Material or Labor-Hour Contracts)	MAY 2004
52.246-25	Limitation of Liability - Services	FEB 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	MAY 2004
52.249-04	Termination for Convenience of the Government (Services) (Short Form)	APR 1984
52.249-06	Termination (Cost-Reimbursement)	MAY 2004
52.249-06	Termination (Cost-Reimbursement) – Alternate IV	SEP 1996
52.249-08	Default (Fixed-Price Supply and Service)	APR 1984

CLAUSE NO.	CLAUSE TITLE	DATE
52.249-14	Excusable Delays	APR 1984
52.251-01	Government Supply Sources	APR 1984
52.253-01	Computer Generated Forms	JAN 1991

52.204-1 APPROVAL OF CONTRACT - (DEC 1989)

This contract is subject to the written approval of the Source Selection Official and shall not be binding until so approved.

52.216-18 ORDERING - (OCT 1995)

a) Any supplies and services to be furnished under this contract shall be ordered by issuance of Delivery Orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued as follows:

<u>CLINs</u>	<u>Ordering Period</u>
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All CLINs	Seven (7) years from date of contract execution;
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b) All Delivery Orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a Delivery Order or Task Order and this contract, the contract shall control.

c) If mailed, a Delivery Order or Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS - (OCT 1995)

a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

b) Maximum order. The contractor is not obligated to honor -

1) Any order for a single item in excess of three hundred million dollars.

2) Any order for a combination of items in excess of three hundred million dollars.

3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

c) If this is a requirements contract (i.e., includes the Requirements clause of subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY - (OCT 1995)

a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services in the Schedule are estimates only and are not purchased by this contract.

b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders requiring delivery to multiple destinations or performance at multiple locations.

d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the contractor shall not be required to make any deliveries or provide any services under this contract after the completion date specified in the task order (TO).

***52.219-17 SECTION 8(A) AWARD (DEVIATION) (FEB 1990)**

a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

1) *(DELETED)*

2) Except for novation agreements, delegates to the GSA the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall

give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

4) To notify the GSA ITOP II PCO immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

*Only applicable to 8(a) awards.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero unless specified in a task order] or the overtime premium is paid for work -

1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

4) That will result in lower overall costs to the Government.

b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.1 DETERMINATION OF AWARD FEE

a) The Government shall, at the conclusion of each specified evaluation period(s), evaluate the contractor's performance for a determination of award fee earned. The contractor agrees that the determination as to the amount of the award fee earned will be made by the Government Fee Determination Official (FDO) and such determination is binding on both parties and shall not be subject to appeal under the "Disputes" clause or to any board or court.

b) It is agreed that the evaluation of contractor performance shall be in accordance with a Performance Evaluation Plan and that the contractor shall be promptly advised in writing of the determination and reasons why the award fee was or was not earned. It is further agreed that the contractor may submit a self-evaluation of performance of each period under consideration. While it is recognized that the basis for the determination of the fee shall be the evaluation by the Government, any self-evaluation which is received within 30 days after the end of the period being evaluated may be given such consideration, if any, as the FDO shall find appropriate.

c) The FDO may specify in any fee determination that fee not earned during the period evaluated may be accumulated and be available for allocation to one or more subsequent periods. In that event, the distribution of award fee shall be adjusted to reflect such allocations.

I.2 PERFORMANCE EVALUATION PLAN

a) A Performance Evaluation Plan shall be unilaterally established by the Government based on the criteria stated in the contract and used for the determination of award fee. This plan shall include the criteria used to evaluate each area and the percentage of award fee (if any) available for each area. A copy of the plan shall be provided to the contractor **10** calendar days prior to the start of the first evaluation period.

b) The criteria contained within the Performance Evaluation Plan may relate to: (1) Technical (including schedule) requirements if appropriate; (2) Management; and (3) Cost.

c) The Performance Evaluation Plan may, consistent with the contract, be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the contractor **10** calendar days prior to the start of the evaluation period to which the change will apply.

I.3 DISTRIBUTION OF AWARD FEE

a) The total amount of award fee available under this contract is assigned according to the following evaluation periods and amounts:

Evaluation Period:	Provided by Task Order
Available Award Fee:	Provided by Task Order

b) Payment of the base fee and award fee shall be made, provided that after payment of 85 percent of the base fee and potential award fee, the Government may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Government considers necessary to protect its interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less.

c) In the event of contract termination, either in whole or in part, the amount of award fee available shall represent a prorata distribution associated with evaluation period activities or events as determined by the Government.

d) The Government will promptly make payment of any award fee upon the submission by the contractor to the contracting officer's authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment may be made without using a contract modification.

I.4 SMALL BUSINESS SUBCONTRACTING REPORTING

Pursuant to OFPP Memo, November 3, 2005, the electronic Small Business Reporting System (eSRS) is replacing the SF-294 and SF-295s.

Per FAR 52.219-9(d)(10), Contractors submitting small business subcontracting plans are required to:

- (a) Cooperate in any studies or surveys as may be required;
- (b) Submit periodic reports which show compliance with the subcontracting plan;
- (c) Submit Individual Subcontracting Reports (ISR) and Summary Subcontracting Reports (SSR). The ISR report covers subcontract award data related to the ITOP2 Contract and shall be submitted semiannually and at contract completion. The SSR report encompasses all Contracts with GSA and is submitted annually. The ISR and SSR shall be submitted electronically via the Electronic Subcontract Reporting System (eSRS) at www.esrs.gov and must be received within 30 days after the close of each calendar period, as follows:

Calendar Period	Report Title	Date Due
10/01–03/31	ISR	04/30
04/01–09/30	ISR	10/30
10/01–09/30	SSR	10/30

- (d) Ensure that subcontractors agree to submit the ISR and SSR; and
- (e) Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the previous report.

1.5 ACCIDENTS AND FIRE REPORTING

a) The Contractor shall report to the Contracting Officer any accident or fire occurring at the site of the work, which causes:

- 1) A fatality or as much as one lost workday on the part of any employee of the Contractor or subcontractor at any tier;
- 2) Damage of \$1,000 or more to Federal property, either real or personal;
- 3) Damage of \$1,000 or more to Contractor or subcontractor owned or leased motor vehicles or mobile equipment; or
- 4) Damage for which a contract time extension may be requested.

b) Accident and fire reports required by paragraph (a) above shall be accomplished by the following means:

1) Accidents or fires resulting in a death, hospitalization of five or more persons, or destruction of Federal property (either real or personal), the total value of which is estimated at \$100,000 or more, shall be reported immediately by telephone to the Contracting Officer or his/her authorized representative and shall be confirmed by telegram or facsimile transmission within 24 hours to the Contracting Officer. Such telegram or facsimile transmission shall state all known facts as to extent of injury and damage and as to cause of the accident or fire.

2) Other accident and fire reports required by paragraph (a) above may be reported by the Contractor using a state, private insurance carrier, or Contractor accident report form which provides for the statement of:

- (i) The extent of injury; and
- (ii) The damage and cause of the accident or fire.

Such report shall be mailed or otherwise delivered to the Contracting Officer within 48 hours of the occurrence of the accident or fire.

c) The Contractor shall assure compliance by subcontractors at all tiers with the requirements of this clause.

I.6 QUALIFICATIONS OF EMPLOYEES

The Contracting Officer may require dismissal from work of those employees which he/she deems incompetent, careless, insubordinate, unsuitable or otherwise objectionable, or whose continued employment he/she deems contrary to the public interest or inconsistent with the best interest of national security. The Contractor shall fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms may be necessary for security or other reasons. Upon request of the Contracting Officer, the Contractor's employees shall be fingerprinted. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

I.7 CONTRACTOR TESTIMONY

All requests for the testimony of the Contractor or its employees, and any intention to testify as an expert witness relating to: (a) any work required by, and/or performed under, this contract: or (b) any information provided by any party to assist the Contractor in the performance of this contract, shall be immediately reported to the Contracting Officer. Neither the Contractor nor its employees shall testify on a matter related to work performed or information provided under this contract, either voluntarily or pursuant to a request, in any judicial or administrative proceeding unless approved by the Contracting Officer or required by a judge in a final court order.

I.8 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

I.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

I.10 GOVERNMENT PROPERTY REPORTS

- a) The Contractor shall prepare an annual report of Government property in its possession and the possession of its subcontractors.
- b) The report shall be submitted to TOCO not later than September 15 of each calendar year on requiring agency's form at the task order level.

(End of Section I)

SECTION J – LIST OF ATTACHMENTS

Attachment J-1	RESERVED
Attachment J-2	RESERVED
Attachment J-3	RESERVED
Attachment J-4	LABOR CATEGORIES/QUALIFICATIONS
Attachment J-5	RESERVED
Attachment J-6	EVALUATION OF CONTRACTOR'S TASK ORDER PERFORMANCE
Attachment J-7	EMPLOYEE/CONTRACTOR NON-DISCLOSURE AGREEMENT
Attachment J-8	PRICING INFORMATION SUMMARY SHEET
Attachment J-9	RESERVED
Attachment J-10	RESERVED
Attachment J-11	SUBCONTRACTING REQUEST BREAKDOWN FORMAT
Attachment J-12	RESERVED
Attachment J-13	COST RECOVERY REPORT
Attachment J-14	SUMMARY TASK ORDER CLOSEOUT REPORT

END OF PAGE

ATTACHMENT J-1

RESERVED

ATTACHMENT J-2

RESERVED

ATTACHMENT J-3

RESERVED

ATTACHMENT J-4

LABOR CATEGORIES/QUALIFICATIONS

ITOP II Program Manager - Serves as the Contractor counterpart to the Government program/technical manager for ITOP II. Manages substantial program/technical support operations involving multiple ITOP II projects/task orders and personnel at diverse locations. Organizes, directs, and coordinates planning and execution of all program/technical support activities. Shall have demonstrated information technology expertise and communications skills to be able interface with all levels of management. Simultaneously plans and manages the transition of several highly technical projects. Establishes and alters (as necessary) management structure to effectively direct program/technical support activities. Meets and confers with Government management officials regarding the status of specific Contractor program/technical activities and problems, issues or conflicts regarding resolution.

TO Project Manager - Provides competent leadership and responsible program direction through successful performance of a variety of detailed, diverse elements of project transitioning. Directs completion of tasks within estimated timeframes and budget constraints. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Interfaces with the Contractor's ITOP II Program Manager as well as Government management personnel including, but not limited to, the Contracting Officer and the Contracting Officer's Technical Representative. Reports in writing and orally to contractor management and Government representatives.

Computer Systems Analyst - Analyzes, develops, and/or reviews computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops and/or oversees plans for automated data processing systems from project inception to conclusion. Analyzes information to be processed. Defines and analyzes problems and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions. Provides support for the installation, testing, implementation, and ongoing maintenance of the hardware/software to support EC/EDI functions and provides expertise in the area of EC/EDI translation software and systems.

ATTACHMENT J-4

LABOR CATEGORIES/QUALIFICATIONS

Applications Programmer - Analyzes functional business applications and design specifications for functional areas such as payroll, logistics, and contracts. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

System Programmer - Creates and/or maintains operating systems, communications software, data base packages, compilers, assemblers, and utility programs. Modify existing software as well as create special-purpose software to ensure efficiency and integrity between systems and applications.

Functional [Subject Matter] Expert - Analyzes user needs to determine functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task. Possesses requisite knowledge and expertise so recognized in the professional community that the Government is able to qualify the individual as an expert in the field for an actual TO. Demonstrates exceptional oral and written communication skills.

Quality Assurance Specialist - Develops and implements quality control methodologies to ensure compliance with quality assurance standards, guidelines, and procedures in a large computer-based organization. Develops and defines major and minor characteristics of quality including quality metrics and scoring parameters and determines requisite quality control resources for an actual TO. Establishes and maintains a process for evaluating hardware, software, and associated documentation and/or assists in the evaluation. Conducts and/or participates in formal and informal reviews at pre-determined points throughout the development life cycle.

Data Base Analyst - Manages and/or develops data base projects. Provides highly technical expertise in the use of Data Base Management Systems (DBMS) concepts. Evaluates and recommends available DBMS products and services to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications.

System Administrator/Operator - Supervises and manages the daily activities of configuration and operation of business/computer systems. Optimizes system operations and resource utilization and performs system capacity analysis and planning. Provides assistance to users in accessing and using business/computer systems. Monitors and supports computer processing. Coordinates input, output, and file media. Distributes output and controls computer operation.

ATTACHMENT J-4

LABOR CATEGORIES/QUALIFICATIONS

Systems Engineer - Applies software, hardware, and standards information technology skills in the analysis, specification, development, integration, and acquisition of systems for information management applications. Ensures these systems and applications are compliant with standards for open systems architectures, reference models, and profiles of standards -- such as the IEEE Open Systems Environment reference model -- as they apply to the implementation and specification of information management solutions on the application platform, across the application program interface, and the external environment/software application. Evaluates and recommends COTS applications and methodologies that can be acquired to provide interoperable, portable, and scalable information technology solutions. Performs analysis and validation of reusable software/hardware components to ensure the integration of these components into interoperable information management designs.

Information Systems Engineer - Analyzes information requirements. Evaluates analytically and systematically problems of workflow, organization, and planning and develops appropriate corrective action. Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assist in establishing standards for information systems procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. Constructs sound, logical business improvement opportunities consistent with the configuration information management guiding principles, cost savings, and open architecture objectives.

Software Engineer - Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques, and Computer Aided Software Engineering (CASE) tools. Interprets software requirements and design specifications to code, and integrates and tests software components. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

ATTACHMENT J-4

LABOR CATEGORIES/QUALIFICATIONS

Software Systems Specialist - Performs moderately complex analysis, design, development, testing, and implementation of computer software in support of a range of functional and technical environments. Develops solutions to problems involving telecommunications, network design analysis, database design, etc.

ADP Hardware Specialist - Reviews computer systems in terms of machine capabilities and man-machine interface. Prepares reports and studies concerning hardware. Prepares functional requirements and specifications.

Communications Hardware Specialist - Analyzes network and computer communications hardware characteristics and recommends equipment procurement, removals, and modifications. Adds, deletes, and modifies, as required, host, terminal, and network devices. Assists and coordinates with communications network specialists in the area of communication software. Analyzes and implements communications standards and protocols according to site requirements.

Communications Software Specialist - Analyzes network and computer communications software characteristics and recommends software procurement, removals, and modifications. Adds, deletes, and modifies, as required, host, terminal, and network devices in light of discerned software needs/problems. Assists and coordinates with communications network specialists in the area of communications software.

Communications Network Specialist - Analyzes network characteristics (e.g., traffic, connect time, transmission speeds, packet sizes, and throughput) and recommends procurement, removals, and modifications to network components. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cutovers of network components and capabilities. Ensures maintenance of systems. Coordinates requirements with users and suppliers. Provides support on all phases of analysis, design, testing, and implementation of networks and the telecommunications infrastructure to support EC/EDI functions.

Operations Manager - Manages computer operations, including at Government facilities. Schedules machine time and directs data entry efforts. Provides users with computer output. Oversees all operations to ensure downtime is minimized, necessary supplies are restocked in a timely manner, customer requests/complaints are readily resolved, etc.

ATTACHMENT J-4

LABOR CATEGORIES/QUALIFICATIONS

Technical Writer - Gathers, analyzes, and composes technical information required for preparation of user manuals, training materials, installation guides, proposals, reports, etc. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

Computer/Telecommunications Security Systems Specialist - Analyzes and defines security requirements for a variety of computer and telecommunications issues. Designs, develops, engineers, and implements solutions to requirements. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs. Performs risk analyses which also include risk assessment. Develops, analyzes, and implements security architecture(s) as appropriate.

IRM Analyst - Ensures problem resolution and customer satisfaction for individual TOs. Performs technical and administrative efforts for tasks, including review of work products for correctness, compliance with industry accepted standards, federal government legislative and regulatory requirements, and user standards specified in TOs. Develops requirements of IT product/service (including specifications, feasibility studies, requirements analysis, etc.) from inception to conclusion on simple to complex projects.

Training Specialist - Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

Procurement Product Specialist - Provides analysis, design, development, testing, and implementation of computer software in support of a range of functional and technical requirements to provide support for procurement software development tasks. Provides expertise in procurement processing to develop automated systems.

Imaging Specialist - Provides highly technical and specialized solutions to complex imaging problems. Performs analyses, studies, and reports related to imaging.

END OF PAGE

ATTACHMENT J-5

RESERVED

ATTACHMENT J-6

EVALUATION OF CONTRACTOR'S TASK ORDER PERFORMANCE

EVALUATION OF CONTRACTOR'S PERFORMANCE

This form **MUST** be filled out after completion of contract performance by the contractor. Guidance concerning completion of this form should be obtained from the contracting officer.

Contract No.:_____ Task Order No.:_____

Award Date:_____ Active? Yes___No___ Date contract/order completed:_____

Total value (include options; contract modifications) \$_____

Item description and SIC:_____

Name of Contractor:

Address of Contractor:

_____	_____
_____	_____
_____	_____

Type of Evaluation:___Interim___Final for the period:_____

ATTACHMENT J-6

EVALUATION OF CONTRACTOR'S TASK ORDER PERFORMANCE

PART I - EVALUATION OF CONTRACTOR'S PERFORMANCE

The contractor should be evaluated using the following ratings:

E = Excellent: Contractor exceeded the requirements. Explain how.

S = Satisfactory: Contractor met the requirements. If the contractor had difficulty meeting the requirements, explain why.

U = Unsatisfactory: Contractor did not meet all of the requirements. Explain all noncompliance's or unsatisfactory performance, and whether and how the contractor was at fault, where applicable.

N/A = Not Applicable. Does not apply to the contract.

1. **Cost/Price Control.** Rating: **E**___**S**___**U**___**N/A**___. Consider: Did the contractor complete the contract within the contract amount or did the contractor experience cost growth?

2. **Schedule Control.** Rating: **E**___**S**___**U**___**N/A**___. Consider: Did the contractor meet the original completion date? Request an extension due to reasons within its control? Finish ahead of schedule?

3. **Contract Administration.** Rating: **E**___**S**___**U**___**N/A**___. Consider:
Did the contractor respond to Government correspondence in a timely manner? Were unnecessary cost/price change proposals submitted? Were Government requested price changes submitted and negotiated promptly? Were contract modifications promptly executed? Were the subcontracts properly administered? Did the contractor comply with its subcontracting plan? Were progress reports submitted on time? Were invoices submitted correctly? Were contract discrepancies/problems reported promptly? Were major subcontracts administered properly?

4. **Responsiveness to Government.** Rating: **E**___**S**___**U**___**N/A**___. Consider: Were complaints from the Government resolved in a reasonable and cooperative manner? Were telephone calls responded to promptly? Were controversial issues resolved amicably? Was the contractor reasonable and responsive the Government's needs?

5. **Contract Compliance with Technical Requirements.**

Rating: **E**___**S**___**U**___**N/A**___. Consider: Were all of the contract requirements met? Were the objectives of the statement of work met? Were problems resolved? Will the delivered items or services be able to be used for the purpose intended? If not useable, why not?

ATTACHMENT J-6

EVALUATION OF CONTRACTOR'S TASK ORDER PERFORMANCE

PART I - EVALUATION OF CONTRACTOR'S PERFORMANCE (CONT'D)

6. **Key Personnel.** Rating: **E**___**S**___**U**___**N/A**___. Consider: Did the personnel have the knowledge and expertise necessary to perform the technical requirements? Were changes in key personnel made? How often were they made?

7. **Recommendation:** Would you recommend award to this contractor for future contracts for like or similar requirements? Yes___No___. If no, please fully explain.

*Name of Evaluator:*_____ *Phone Number:*_____

(Technical)

*Title of Evaluator:*_____

*Signature:*_____ *Date:*_____

*Name of Evaluator:*_____ *Phone Number:*_____

Optional: (End User)

*Title of Evaluator:*_____

*Signature:*_____ *Date:*_____

*Name of Evaluator:*_____ *Phone Number:*_____

Title of Evaluator: Contracting Officer

*Signature:*_____ *Date:*_____

In accordance with FAR 42.15, the contracting officer must allow the contractor a minimum of thirty days to review this evaluation form.

ATTACHMENT J-7

EMPLOYEE/CONTRACTOR NON-DISCLOSURE AGREEMENT (BLANK)

A Quotation from USC Title 18, Section 1905:

“Whoever, being an officer or employee of the United State or of any department or agency thereof, publishes, divulges, discloses, or makes known in any manner or to any extent not authorized by law any information coming to him in the course of this employment of official duties or by reason of any examination or investigation made by, or return, report or record made to or filed with, such department or agency or officer or employee thereof, which information concerns or relates to the trade secrets, processes, operation, style of work, or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation or association; or permits any income return or copy thereof or any book containing any abstract or particulars thereof to be seen or examined by any person except as provided by law; shall be fined not more than \$1,000 or imprisoned not more than one year, or both; and shall be removed from office or employment.”

I, as a government employee or official Government contractor employee, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, the content of any procurement sensitive information provided during the course of my employment. I understand that for the purpose of this agreement, procurement sensitive information is to include procurement data, contract information, plans, and strategies.

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person, or use any information obtained for private use or gain.

NAME (Please Print)

SIGNATURE

DATE

ORGANIZATION/AFFILIATION

CONTRACT NO.

ATTACHMENT J-8

PRICING INFORMATION SUMMARY SHEET

The completed Attachment J-8 from the contractor's August 14, 1998 proposal is hereby incorporated into, and made part of, this task order by reference due to the proprietary nature of the information. A completed Attachment J.8 with the applicable rates and pricing information is included as part of the official contract file at the Enterprise GWAC Center GSA/FSS San Diego, CA. The completed attachment is available upon request to individuals with a legitimate need for the information as determined by the Contracting Officer.

(End of page)

ATTACHMENT J-9

RESERVED

ATTACHMENT J-10

RESERVED

ATTACHMENT J-11
SUBCONTRACTING REQUEST BREAKDOWN
(Reference G.9)

CONTRACTOR: _____
SUBCONTRACTOR: _____

	CONTRACTOR	SUBCONTRACTOR
DIRECT LABOR	\$ _____	\$ _____
ALLOWABLE OVERHEAD*	_____	_____
SUBTOTAL	(A) _____	(B) _____
LABOR G & A @ _____%	_____	_____
TOTAL LABOR COSTS	(C) _____	(D) _____

To calculate the subcontracting percentage, first add DIRECT LABOR and ALLOWABLE OVERHEAD and enter the figures for the contractor in space (A) and for the subcontractor (if available)** in space (B).

Next, calculate LABOR G & A by multiplying the G & A rate by the SUBTOTAL figure in (A). Calculate subcontractor LABOR G & A by multiplying the subcontractor's G & A rate by figure (B). Add the LABOR G & A to the SUBTOTAL and record that figure in the spaces for TOTAL LABOR COSTS (C) and (D).

Now, using the formula $\frac{(D)}{(C) + (D)}$, calculate the subcontracting labor percentage.

SUBCONTRACTING LABOR COST PERCENTAGE = _____%

*The firm must demonstrate to the Enterprise GWAC Center, GSA/FSS, San Diego, CA that their labor overhead elements are allowable in accordance with FAR 32.205-6. Failure to do so shall cause the entire overhead to be eliminated from the computations.

**You need to be comparing as like figures as possible; therefore, if you have a breakdown of the subcontractors' quotation, use it in the formulation above. If you do not have a breakdown of the subcontractors' quotation, you must use the TOTAL SUBCONTRACTING AMOUNT for item (D), though you must still breakdown the contractors costs.

PREPARED BY: _____
POSITION: _____

I certify that I have personally verified the above computations and have verified that the proposed subcontracting is accurate and correct.

SIGNATURE: _____
ITOP II CONTRACT NUMBER: _____

ATTACHMENT J-12

RESERVED

ATTACHMENT J-13

Cost Recovery Report (J-13)

<Company Name>

<Contract Number>

2nd Quarter - 2008

ITOP II Task Order Number	Invoice Number	Period of Performance		Invoiced Date	Invoiced Amount for Qtr	Access Fee 0.75%	Note
		Start	End				
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	
		Apr-08	Jun-08		\$ -	\$ -	

TOTALS: \$ - \$ -

Note: If an adjustment needs to be made due to an invoice being under paid, the Contractor shall provide an explanation on subsequent CRR.

ATTACHMENT J-14

SUMMARY TASK ORDER CLOSEOUT REPORT (J-14)

Report Period End Date:	
*Contract Number:	
Contractor Name:	
Address:	

[illegible]

* Use a separate spreadsheet if your firm has more than one ITOP2 contract.

Submitted By (type name & title below):
Date:
Signature:
I certify that the above information is current, accurate and complete to the best of my knowledge.